



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

June 04, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD FROM  
THE STATE DEPARTMENT OF HEALTH CARE SERVICES FOR THE MEDI-CAL OUTREACH  
AND ENROLLMENT ASSISTANCE PROJECT; EXECUTE RELATED CONTRACT AGREEMENTS  
AND AMENDMENTS; DELEGATE THE SHERIFF AS AN ENTITY TO ASSIST WITH MEDI-CAL  
APPLICATION SUBMISSIONS; AND DELEGATE HIRING AUTHORITY FOR FIVE CUSTODY  
ASSISTANTS  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**SUBJECT**

Authorize the Department of Public Health to accept and implement a grant award and future awards and/or amendments from the California Department of Health Care Services for the Medi-Cal Outreach and Enrollment Assistance Project; the Departments of Public Health, Mental Health and Health Services to enter into multiple agreements to implement the Project; delegate the Sheriff as an entity to assist with Medi-Cal application submission; and delegate hiring authority to the Sheriff's Department, subject to allocation.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and sign a grant award from the State Department of Health Care Services (DHCS) (Attachment A), effective upon the grant start date through December 31, 2016, in the amount of \$7,006,000 for Medi-Cal outreach, enrollment and retention under the Affordable Care Act for residents newly eligible, but difficult to reach, through integrated services provided by DPH and the Departments of Health Services (DHS), Mental Health (DMH), Public Social Services (DPSS) and the Sheriff's Department (LASD).

2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of the DHCS grant award, that extend or adjust the term of the grant award through March 31, 2018; reflect non-material and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; and/or provide an increase or decrease in funding up to 25 percent above or below the grant's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Authorize and instruct the Director of DPH, or his designee, to execute contract amendments, substantially similar to Attachment B, for the provision of Medi-Cal outreach and enrollment assistance activities with the 17 existing Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) contractors, identified in Attachment C, currently providing health coverage outreach, enrollment, and retention services, to increase the funding amounts, effective July 1, 2014, but no sooner than Board approval, through June 30, 2016, at a total estimated maximum obligation of \$1,368,000; 100 percent offset by the DHCS grant.
4. Authorize and instruct the Director of DPH, or his designee, to execute sole source agreements, substantially similar to Attachment D, with the eight existing Community Assessment Services Centers (CASC), identified in Attachment C, for the provision of Medi-Cal outreach and enrollment assistance service activities, effective July 1, 2014, but no sooner than Board approval, through June 30, 2016, at a total estimated maximum obligation of \$1,319,000, 100 percent offset by the DHCS grant.
5. Delegate authority to the Director of DHS, or his designee, to execute agreements with eight existing Community Partner and/or Intensive Case Management Services providers to be selected as the result of a Request for Applications (RFA) process, effective upon execution through June 30, 2016, at an estimated total amount of \$1,343,000 for all agreements, 100 percent offset by the DHCS grant, and subject to review and approval by County Counsel and 14 days prior notification to the Board and CEO.
6. Approve and authorize the Director of DMH, or his designee, to prepare, sign, and execute sole source Consultant Services Agreements, substantially similar to Attachment E, with Health Advocates, LLC and Mental Health Advocacy Services, Inc., effective upon Board approval through June 30, 2016. The Total Contract Amount (TCA) for Health Advocates, LLC and Mental Health Advocacy Services, Inc., will be \$449,000 per provider, funded by the DHCS grant.
7. Delegate authority to the Directors of DPH, DHS and DMH, or their designees, to prepare, sign, and execute amendments to the above contracts that extend or adjust the terms through March 31, 2018; allow the rollover of unspent contract funds; and/or, wherever applicable, provide a 10 percent increase or decrease in funding for each respective contract provided that each corresponding department's total payments to their respective contractors do not exceed the total grant allotment for that department; effective upon amendment execution or at the beginning of the applicable contract term, subject to review and approval by County Counsel, and notification to your Board and the CEO.
8. Delegate authority to the Direct of DPH, DHS and DMH or their designees, to execute future amendments or change notices to the above agreements and contracts that authorize modifications to or within budget categories within each budget consistent with the existing scope of services; add and/or change certain terms and conditions imposed by the funding source or by applicable federal or State law or regulation; annually adjust each CASC contractor's fee-for-service reimbursement rate(s) up to 10 percent above or below the existing rate; and make changes consistent with the

existing scope of services, at no additional cost.

9. Designate the Sheriff as an entity to assist county jail inmates with Medi-Cal application submissions. The Sheriff agrees to perform the function of Medi-Cal application assistance for County jail inmates as required by Penal Code Section 4011.11.

10. Approve 5.0 Full Time Equivalent (FTE) Custody Assistants for the Sheriff's Department in excess of that which is provided for in the Sheriff's staff ordinance pursuant to Section 6.06.020 of the County Code, and subject to allocation by the CEO. The positions will be 100 percent funded by the DHCS grant through the life of the grant.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Due to changes in federal and State laws, Medi-Cal has expanded eligibility for health care coverage as of January 1, 2014. It is estimated that nearly 1.1 million uninsured individuals in Los Angeles County are now eligible for Medi-Cal, including those newly eligible for Medi-Cal under Health Care Reform and those previously eligible but not enrolled. DHCS accepted contributions from The California Endowment and secured federal matching funds, making \$25 million available statewide, for the purpose of implementing outreach and enrollment activities for the following newly eligible but hard-to-reach target populations:

1. Persons with mental health disorders
2. Persons with substance use disorders
3. Persons who are homeless
4. Young men of color
5. Persons who are in county jail, county probation, or under post release community supervision
6. Families of mixed-immigration status
7. Persons with limited English proficiency

In November 2013, a consortium of County Departments: DPH, DHS, DMH, DPSS, and LASD submitted a joint application that contained each Department's individual Medi-Cal outreach and enrollment work plan. Attachment F is a detailed summary of each Department's accepted work plan and narrative summary. On January 28, 2014, DHCS notified the County of the two-year grant award of \$7.006 million for participation in the Medi-Cal Outreach and Enrollment Assistance Project.

Approval of the above recommended actions will allow DPH to accept the DHCS grant award and allow each Department to rapidly implement the outreach and enrollment services in the individual work plans to complete the grant deliverables within the timeframe required by DHCS.

A memorandum of understanding (MOU) will be finalized and signed by all five Departments, subject to review and approval by County Counsel. The MOU will help to ensure that the County timely submits all required reports and claims as required by DHCS.

In order to coordinate the accomplishment of the DHCS grant's objectives and deliverables, DPH will solicit for a Project Manager on a temporary basis through DPH's existing master agreement for temporary personnel services. Due to DHCS's rapid implementation of this two-year grant, DPH and DMH will enter into new contracts or amend existing agreements to enable the County's timely participation in the Medi-Cal Outreach and Enrollment Assistance Project. These agreements are mainly with already existing contractors that are already providing Medi-Cal outreach, enrollment, and retention services, and/or contractors that are already working with a specific subset of the

target populations.

#### Department of Public Health

There are two DPH programs participating in the Project: Maternal, Child and Adolescent Health Programs (MCAH) and Substance Abuse Prevention and Control (SAPC). MCAH will amend existing CHOEUR contracts that were solicited and entered into after a competitive bid process to allow for immediate participation in the Project. SAPC will enter into new contracts with its eight existing lead contracted agencies operating Community Assessment Service Centers (CASC) and its 18 network sites located throughout the County with multiple sites.

MCAH's CHOEUR contractors currently provide Medi-Cal outreach and enrollment services focused on children, and will expand their population target to the families (with children) of mixed-immigration status and limited English proficiency. MCAH is the County's lead program for the Project, and will provide outsourced training on outreach and enrollment strategies both to its providers and the providers of other Departments. Additionally, MCAH's established online database system will be used by some, but not all, of the participating Departments as a receptacle for outreach and enrollment data. The Project Manager will report to MCAH. The proposed two-year allocation for MCAH is \$1,462,000 for contract services, and \$200,000 for the Project Manager.

SAPC's CASCs do not currently provide formal Medi-Cal outreach and enrollment services, but, as proposed to DHCS, are key partners to reaching specific target populations with substance abuse disorders, as the CASC contractors already provide clinical assessment and placement services throughout the County. The CASCs already have the necessary programmatic infrastructure to work with all substance use disorder (SUD) treatment programs in each Service Planning Area (SPA) to conduct outreach and enrollment assistance activities. In addition, each CASC's experience working with California Work Opportunity and Responsibility to Kids (CalWORKs) and General Relief (GR) recipients has created related expertise in working with DPSS on Medi-Cal eligibility and enrollment procedures. MCAH will provide training for outreach and enrollment services to CASC staff; and SAPC will use its own IT system that the CASCs are already using to collect and transmit enrollment and other Project data. As a result, these contracted CASC providers will conduct countywide outreach and enrollment services to new and current patients of County-contracted SUD treatment programs. The proposed two-year allocation for SAPC is \$1,392,000.

#### Department of Health Services

DHS contracts with Community Partners (CP) clinics and homeless Intensive Case Management Services (ICMS) providers, many of whom currently do some form of Medi-Cal outreach and enrollment. Because the number of available CP and ICMS contracted providers that have some Medi-Cal outreach and enrollment experience is greater than needed by the DHS work plan, and the limitations on the amount of available grant funding, a RFA is being issued to existing CP and ICMS providers. Selected grantees will be funded to enroll into Medi-Cal DHS' target populations (persons who are homeless, families of mixed immigration status, young men of color and persons with limited English proficiency) outside of the traditional medical clinic setting. Training, if necessary, will be available through MCAH; and DHS will use MCAH's online database to track and transmit data. The proposed two-year allocation for DHS is \$1,343,000.

#### Department of Mental Health

DMH will enter into consultant agreements with Health Advocates, LLC, and Mental Health Advocacy Services, Inc. The two benefits establishment agencies will work collaboratively with DMH directly-operated clinics and contracted agencies to provide outreach, education and benefits enrollment services to uninsured persons who are newly-eligible for Medi-Cal under the Patient Protection and Affordable Care Act. In particular, the two benefits establishment agencies will target potentially-

eligible individuals with mental health needs in traditionally hard-to-reach subpopulations, including under-represented ethnic minorities, homeless persons, individuals with co-occurring mental health and substance use disorders, young men of color, and transition-age youth. DMH will work with the agencies to determine the system they will use to track and transmit data. The proposed two-year allocation for DMH is \$1,109,000.

#### Department of Public Social Services

As the County's Medi-Cal administrator, DHCS funding will be provided for outreach activities that are not allowable under the Department's existing funding rules. A Purchase Order process, which does not require Board approval, will be utilized to fund and acquire materials to further DPSS' current outreach efforts. These outreach funds will allow the developing and purchasing of outreach material that specifically target young men of color and encourage them to attend events and enroll in Medi-Cal. DPSS will use its own IT system, LEADER, to track data. The proposed two-year allocation for DPSS is \$500,000.

#### Sheriff's Department

LASD will work with onsite DPSS personnel to enroll eligible inmates into Medi-Cal prior to release. Target population is persons who are in County jail, as well as persons with mental health and substance abuse disorders, and young men of color. Custody Assistants (CA) will be hired using DHCS funds to assist with the application process that will begin in the inmate housing area, an area accessible by the CA, but not by DPSS personnel unescorted. Upon termination of the two-year grant, LASD intends to absorb the positions and move them to fill existing budgeted and vacant CA positions. In 2007, a study indicated enrollment of mentally-ill individuals in Medicaid prior to release from jail can reduce their recidivism. Training for CAs will be provided by DPSS; LASD will use DPSS' online database to track and transmit data. The proposed two-year allocation for LASD is \$1,000,000.

### **Implementation of Strategic Plan Goals**

The collaborative effort of the County Departments to jointly pursue grant funds and reduce the uninsured population address Goals 1, Operational Effectiveness; Goal 2, Fiscal Sustainability; and Goal 3, Integrated Services Delivery.

### **FISCAL IMPACT/FINANCING**

The Departmental allocation of the grant funds was determined by the CEO. DHCS requires 50 percent of the total grant award to be allocated to CBOs. The CEO recommendation allocates 76 percent of the total grant award to Departments with work plans that fund CBOs: DPH, DHS and DMH. Even assuming some level of administrative costs are eligible for reimbursement, the 50 percent requirement will be met. More clarification is pending from the State on allowable administrative costs.

As the fiscal intermediary for the grant, all revenue from DHCS will be received by DPH and then intrafund transferred to the Departments. Appropriation for future fiscal years will be requested in each Department's FY 2014-15 budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Board approval is required to accept the grant and implement all actions related to the grant, which

will allow MCAH, SAPC, DHS and DMH to initiate contract processes. DHS will report to the Board under separate cover the providers awarded through the RFA and each providers' funding allocation.

Board Policy, Section 5.100, requires County Departments intending to negotiate a sole source services contract of \$250,000 or greater, to provide advance written notice to your Board. DMH informed your Board on April 10, 2014, of its intent to enter into sole source agreements with Health Advocates, LLC, and Mental Health Advocacy Services, Inc. SAPC's agreements are within the \$250,000 threshold, and as such no prior Board notification of the sole source was issued.

The Sole Source Checklists for DMH and DPH, which identify and justify the need for sole source contract actions, were reviewed and approved by CEO (Attachment G).

Additionally, DHCS grant award general terms and conditions (Attachment A) include provisions requiring the County to indemnify the State for all claims and losses related to this grant award. This is a standard requirement from the State and cannot be waived or modified.

County Counsel has approved Attachments A, B, D, and E as to form.

## **CONTRACTING PROCESS**

Per State guidelines on the Project, awardees are required to respond rapidly by ensuring required services are initiated in a timely fashion. As such, it was determined necessary to utilize contractors that have the demonstrated expertise and capacity to initiate the required services in a timely fashion, as the immediate commencement of services to be provided under this grant will ensure the maximum possible draw-down of grant funding and, thus, ensure the maximum amount of services will reach the target populations. Accordingly, the award of contracts to qualified contractors on a sole source basis will maximize the value of services to be provided under the grant and is, therefore, in the best interest of the County.

The two benefits establishment agencies selected by DMH, Health Advocates, LLC, and Mental Health Advocacy Services, Inc., were recently evaluated and deemed qualified during a separate open competitive solicitation to identify contract providers that specialize in Medi-Cal, Social Security Disability Insurance (SSDI), and Supplemental Security Income (SSI) benefits establishment services. With their demonstrated expertise in benefits establishment services, as well as, their current capacity and infrastructure, both agencies clearly have the demonstrated experience and the necessary knowledge to initiate the required outreach and benefits establishment services stipulated by this State grant in a timely manner.

Thirteen of the MCAH CHOEUR agencies selected (listed on Attachment C) were recently evaluated and deemed qualified during a separate open competitive solicitation to identify contract providers that specialize in health coverage outreach, enrollment, utilization, retention and training services. Three agencies also listed in Attachment C (City of Pasadena, City of Long Beach, and the Los Angeles Unified School District (LAUSD)) are included in the Project because of the need to include all public health jurisdictions in the County in outreach and enrollment services and the unique ability of LAUSD to link outreach and enrollment services with the school-based population. The remaining contractor, Computer Therapy, LLC, is the current vendor that maintains the MCAH online database for outreach and enrollment data collection, and continues to further develop the database and train users of the database. With all seventeen agencies' demonstrated expertise in health coverage outreach, enrollment, utilization and retention services, these agencies clearly have the experience and necessary knowledge and resources to initiate the required outreach and enrollment services

stipulated by the DHCS grant in a timely manner.

The eight existing SAPC contracted CASCs (listed on Attachment C) were previously selected through a separate open competitive solicitation for their specialized expertise in engaging patients in SUD recovery services and for having the necessary programmatic infrastructure to work with all SUD treatment programs in each Service Planning Area and Supervisorial District to conduct outreach and enrollment assistance activities.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Insuring the uninsured helps mitigate the burden on all County safety net systems, by reducing recidivism into the criminal justice system and improving the health and well-being of County residents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "WTF for", is written over a horizontal line.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:GP  
TOF:bjs

Enclosures

c: Sheriff  
Executive Office, Board of Supervisors  
County Counsel  
Health Services  
Mental Health  
Public Health  
Public Social Services



State of California—Health and Human Services Agency  
Department of Health Care Services

Attachment A



EDMUND G. BROWN JR.  
Governor

April 18, 2014

Dr. Jonathan E. Fielding, Director of the Department of Public Health and Health Officer  
Los Angeles County Department of Public Health  
313 North Figueroa, Suite 806  
Los Angeles, CA 90012

**SUBJECT: DEPARTMENT OF HEALTH CARE SERVICES MEDI-CAL OUTREACH AND ENROLLMENT ALLOCATION AGREEMENT**

Dear Dr. Fielding:

As a recipient of the Department of Health Care Services (DHCS), Medi-Cal Outreach and Enrollment Allocation (Allocation) funding authorized by Assembly Bill (AB) 82 (Chapter 23, Statutes 2013), Section 71, your organization is required to sign and comply with the attached Medi-Cal Outreach and Enrollment Agreement (Agreement).

The Agreement is being utilized in lieu of a formal, state contract. The Allocation funds will be paid to your organization utilizing an allocation process. In order to receive Allocation funds, your organization is not required to obtain Board of Supervisor's Approval unless that is the prescribed protocol for accepting allocation funding. The Agreement outlines the requirements and provisions of the Allocation Funding, required deliverable templates and the timeframes for submitting required deliverables.

Please contact your DHCS Outreach and Enrollment Liaison at [oworkgroup@dhcs.ca.gov](mailto:oworkgroup@dhcs.ca.gov) upon receipt of the Agreement to provide details regarding the process that your organization is required to follow in order to obtain allocation approval. You must sign and electronically return Page 1 of the Agreement to [oworkgroup@dhcs.ca.gov](mailto:oworkgroup@dhcs.ca.gov) upon receipt. Once that information is provided, your liaison will work with you directly in regards to the Quarterly Invoice and Deliverable Schedule.

We look forward to working with your organization and appreciate your commitment to Medi-Cal Outreach and Enrollment efforts in your community. If you have additional questions or need clarification regarding the Agreement, please contact your DHCS Outreach and Enrollment Liaison.

Sincerely,

*Tara Naisbitt*

Division Chief  
Department of Health Care Services



**ALLOCATION AGREEMENT**  
**MEDI-CAL OUTREACH AND ENROLLMENT**  
State of California – Department of Health Care Services

<b>COUNTY</b>	Los Angeles				
<b>PROJECT TITLE</b>	Medi-Cal Outreach and Enrollment				
<b>PERFORMANCE PERIOD</b>	March 12, 2014	through	December 31, 2016		
<p>Under the terms and conditions of this Agreement, the County agrees to complete Outreach and Enrollment efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to AB 82, Section 71 agrees to fund the County up to the Allocation Amount.</p>					
<b>PROJECT DESCRIPTION</b>					
<p>The County agrees to provide Medi-Cal outreach and enrollment services and activities pursuant to AB 82, Section 71, with focus on one or more of the seven targeted populations: Persons with mental health disorder needs; Persons with substance use disorder needs; Persons who are homeless; Young men of color; Persons who are in county jail, in state prison, on state parole, on county probation or under post-release community supervision; Families with mixed immigration status; Persons with limited English Proficiency. The County may target other populations as well. The County shall ensure the needs of the targeted populations are understood and provide information and assistance in a culturally and linguistically appropriate method at no cost to the individual, including the provision of oral interpretation of non-English languages and the translation of written documents when necessary or when requested by the individual to ensure effective communication.</p>					
<b>TOTAL ALLOCATION AMOUNT NOT TO EXCEED</b>		\$7,005,664			
The General and Special Provisions attached are made a part of and incorporated into the Agreement.					
<b>Los Angeles</b>		<b>DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA</b>			
Los Angeles County Department of Public Health 313 North Figueroa Street, Suite 806 Los Angeles, CA 90012					
BY (AUTHORIZED SIGNATURE):  ✍		BY (AUTHORIZED SIGNATURE):  ✍ Original Signed by Tara Naisbitt			
PRINTED NAME AND TITLE OF PERSON SIGNING:		PRINTED NAME AND TITLE OF PERSON SIGNING: Tara Naisbitt, Division Chief			
DATE SIGNED:		DATE SIGNED: March 12, 2014			
<b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>					
AMOUNT OF ALLOCATION \$«Allocation_Amount».00		AGREEMENT NUMBER «Allocation_Number»		FUND –	
ADJ. INCREASING ENCUMBERANCE		APPROPRIATION			
ADJ. DECREASING ENCUMBERANCE		FUNCTION			
TOTAL ALLOCATION AMOUNT \$«Allocation_Amount».00		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
					FISCAL YEAR
T.B.A NO.	B.R. NO.	INDEX	OBJ.	PCA	PROJECT/WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

**ALLOCATION AGREEMENT  
MEDI-CAL OUTREACH AND ENROLLMENT  
COUNTY OF LOS ANGELES**

State of California – Department of Health Care Services

**TERMS AND CONDITIONS OF ALLOCATION**

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Agreement. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**Special Provisions**

1. County shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Attachment 2.
2. County agrees to include active stakeholder participation in the planning, monitoring and assessment process.
3. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

**General Provisions**

**A. Definitions**

1. The term "Allocation" as used herein means the Outreach and Enrollment Allocation funding authorized by AB 82, Section 71.
2. The term "Agreement" as used herein means an allocation agreement between the State and County specifying the payment of Allocation Amount by the State for the performance of Work Plan within the Project Performance Period by the County.
3. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
4. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
5. The term "Project Performance Period" as used herein means the period of time that the Allocation Amount is available as described on page one (1) of this Agreement.
6. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation and is capable of making daily management decisions.
7. The term "State" as used herein means the Department of Health Care Services.

## **B. Allocation Execution**

1. County agrees to complete the Allocation in accordance with the time of the Allocation Performance Period and under the terms and conditions of this Agreement.
2. County shall comply with the provisions of AB 82, Section 71.
3. County agrees to submit in writing any deviation from the attached Work Plan to the State for approval prior to implementation of changes.

## **C. Allocation Costs**

Subject to the availability of Allocation Amount, the State hereby grants to the County \$7,005,664 not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement.

The Allocation Amount to be provided to the County, under this Agreement, may be disbursed as follows:

1. To Community Based Organizations (CBOs): County shall disperse up to 50% of the Allocation Amount for amounts over \$160,000.00. The County is required to partner with one or more CBOs to develop, conduct and implement effective tools and methods to expand Medi-Cal outreach, increase Medi-Cal enrollment and contribute efforts to retention for the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines that may be necessary for contracting processes. However, the County will need to demonstrate through quarterly reporting activities on the progress of contracting with CBOs.
2. Preliminary costs, including planning, plan documentation, and other administrative costs not to exceed 10% of the Allocation Amount for amounts over \$160,000.

## **D. Payment Documentation**

1. All payment requests must be submitted by the County on a quarterly basis using a completed Outreach and Enrollment Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 4.

Budget Plan, Attachment 1  
Work Plan, Attachment 2  
Outreach and Enrollment Quarterly Invoice, Attachment 3  
Quarterly Progress Report, Attachment 4  
Annual Budget Report, Attachment 5

2. County shall submit all documentation for Allocation completion and final reimbursement within 90 days of Allocation completion, but no later than the end of the Project Performance Period as shown on page one (1).
3. Payments shall be on the basis of costs incurred.
4. Advance payment for the Allocation is not allowed.

<b>QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE</b> <b>2014 / 2015 / 2016</b>			
<b>COUNTY DELIVERABLES</b>	<b>QUARTER FOR INVOICING EXPENDITURES</b>	<b>DHCS REVIEW DEADLINE</b>	<b>*ESTIMATED PAYMENT DATE</b>
BUDGET / CAP	N/A	03/27/14	TBD
WORK PLAN	N/A	04/09/14	04/30/14
1 <sup>ST</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	March, April, May, June 2014	07/11/14	08/01/14
INVOICES/ PROGRESS REPORT	July, August, September 2014	10/09/14	10/30/14
INVOICES/ PROGRESS REPORT	October, November, December 2014	01/12/15	02/02/15
INVOICES/ PROGRESS REPORT	January, February, March 2015	04/13/15	05/04/15
2 <sup>ND</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2015	07/13/15	08/03/15
INVOICES/ PROGRESS REPORT	July, August, September 2015	10/12/15	11/02/15
INVOICES/ PROGRESS REPORT	October, November, December 2015	01/11/16	02/01/16
INVOICES/ PROGRESS REPORT	January, February, March 2016	04/11/16	05/02/16
3 <sup>RD</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2016	07/13/16	08/03/16

\*Based on 21 processing days for DHCS' Accounting and the State Controller's Office.

#### **Budget Plan**

County is required to use the Budget Plan, Attachment 1. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 6, a Budget Plan must be submitted to DHCS in order to receive the initial payment allocation of up to 20% of the Total Allocation Award.

#### **Work Plan**

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, Deliverable and Payment Schedule noted above, a Work Plan must be submitted to DHCS in order to receive the second quarterly payment. The Work Plan shall include strategies, milestones, and time frames for outreach, enrollment and retention activities completed by the County and its contracted CBOs.

#### **Outreach and Enrollment Quarterly Invoice**

County is required to use the Outreach and Enrollment Quarterly Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Payment and Deliverable Schedule noted above. The Invoice must include detailed budget activity and expenditures for the specific quarter.

### **Quarterly Progress Report**

County is required to submit a Quarterly Progress Report, Attachment 4. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

### **Annual Budget Report**

County is required to submit an Annual Budget Report, Attachment 5, at the end of every State fiscal year as outlined in the following schedule:

- Due July 15, 2014 – Report period March 1, 2014 through June 30, 2014
- Due July 15, 2015 – Report period July 1, 2014 through June 30, 2015
- Due July 15, 2016 – Report period July 1, 2015 through June 30, 2016

### **E. Allocation Termination or Withdrawal**

1. County may withdraw from the Outreach and Enrollment Allocation Funding by notifying the State in writing at any time of the request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete close out tasks.
2. County may unilaterally rescind this Agreement at any time prior to the commencement of the Allocation. After Allocation commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the County to comply with the terms of this Agreement may be cause for terminating all obligations of the State for additional Allocation payments.

### **F. Loss of Allocation Amount**

The following actions may result in a loss or part of all Allocation Amount allocated to the County.

1. A County fails to return a signed Agreement to DHCS within 60 days of receipt of the Agreement.
2. A County fails to produce satisfactory Invoices and Deliverables as outlined in the Quarterly Invoice and Deliverable Schedule noted on Page 4.
3. A County withdraws from the Allocation Agreement.
4. A County fails to submit a satisfactory Corrective Action Plan (CAP).
  - i. This action shall result in a 50% reduction of the total Allocation Amount.

### **G. Hold Harmless**

1. County agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. County agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demand costs, expenses or liability costs arising out of legal actions pursuant to items to which the County has certified. County acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. County agrees to maintain satisfactory financial accounts, documents and records for the Allocation and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three years following Allocation termination or completion.
2. County and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. County agrees to use a generally accepted accounting system.

## **I. Community Based Organizations (CBOs)**

1. As mandated in AB 82, Section 71(e)(1), "The funds allocated under this section shall be used only for the Medi-Cal outreach and enrollment activities and may supplement, but shall not supplant, existing local, state, and foundation funding of county outreach and enrollment activities."
2. AB 82, Section 71(g), requires that "Under terms of the approved allocation for the outreach and enrollment program, funded entities under this section shall not receive payment for in-person assister payments for assisting potential Medi-Cal enrollees."
3. In working with the CBOs for Medi-Cal outreach and enrollment, the counties will need to provide documentation clearly delineating how their partnering CBOs will separate the enrollment work under this allocation from the enrollment work of the CBO's Certified Enrollment Counselors (CECs) and Certified Insurance Agents (CIAs) for which they would be paid \$58 per enrolled application.
  - i. Example: If a CBO, in partnership with a county agency through this funding source, sends out a CEC to an outreach and enrollment activity at a substance use disorder clinic and enrolls some of the population at the clinic or makes an appointment with them and enrolls them later, the CBO cannot claim the \$58 per approved Medi-Cal application for this same person. The CBO is already receiving funds for this purpose through the county.

## **J. Audit**

1. Allocations are subject to audit by the State for three years following the final payment of Allocation Amount. The purpose of this audit is to verify that Allocation expenditures were properly documented. Counties will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the County, as they relate to the Allocation for which the State authorized Allocation Amount. The County shall have the Allocation records, including the sources documents and cancelled warrants, readily available to the State.
3. County must also provide an employee having knowledge of the Allocation and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation records must be retained for at least one year following an audit or final disputed audit findings.

**K. Nondiscrimination**

1. County shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap when conducting outreach and enrollment efforts pursuant to this Agreement and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

**L. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

1. Counties shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law.

# **Attachment B**

## **Department of Public Health**

### **Medi-Cal Outreach and Enrollment Assistance**

#### **CHOEUR Amendment Template**



Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND  
RETENTION SERVICES**

Amendment No. \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_

day of \_\_\_\_\_, 2014,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Children's Health Outreach, Enrollment, Utilization and Retention Services ", dated XXXXX, and further identified as Contract No. \_\_\_\_\_, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, on June XX, 2014, County's Board of Supervisors approved amending this Contract to increase funding for the provision of Medi-Cal outreach, enrollment, and retention services for residents newly eligible under the Affordable Care Act; and

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a

written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2014.
2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“A. Contractor shall provide services in the manner described in Exhibit A.1 (Statement of Work) and Exhibit B (Scopes of Work identified as Exhibits B-1, B-2.1, and B-3), attached hereto and incorporated herein by reference.”

3. Paragraph 3, TERM OF CONTRACT, subparagraphs one and two, shall be revised to read as follows:

“The term of this Contract shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to one (1) additional one (1) year period and six (6) month-to-month extensions, for a maximum Contract term of four (4) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term. At the conclusion of the four (4) year period, the County shall have the option to extend the term on a six (6) month-to-month basis not to exceed, in aggregate, a maximum total contract term of four (4) years, six (6) months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as set forth in Exhibits C-2 and C-3, attached hereto and incorporated herein by reference.

C. Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as set forth in Exhibit C-4, attached hereto and incorporated herein by reference.

D. Contractor shall use such funds only to pay for CHOEUR contract budgeted expenses as set forth in the Exhibit C attached hereto, and only to the extent that such funds are reimbursable to the County.

E. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same

by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

F. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, Notices.

G. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract."

5. Paragraph 59, TIME OFF FOR VOTING, shall be added to the ADDITIONAL PROVISIONS to read as follows:

"59. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees,

information regarding the time off for voting law (Election Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice forth the provisions of Section 14000.”

6. Paragraph 60, WHISTLEBLOWER PROTECTIONS, shall be added to the ADDITIONAL PROVISIONS to read as follows:

“60. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the

statue, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

7. Effective on the date of this Amendment, Exhibit A shall be replaced with Exhibit A.1, attached hereto and incorporated herein by reference.
8. Effective on the date of this Amendment, wherever "Exhibit A" referenced in this Contract it shall now be referred to as "Exhibit A.1".
9. Effective on the date of this Amendment, Exhibit B-2 shall be replaced with

Exhibit B-2.1, attached hereto and incorporated herein by reference.

10. Effective on the date of this Amendment, Exhibits B-3, C-3, and C-4 shall be attached hereto and incorporated herein by reference.

11. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D. M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
JOHN F. KRATTLI  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division  
#02832



**AGENCY XXX**

**STATEMENT OF WORK**

***Information Technology (IT) / Database Administration Services***

**Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) Services**

**First 5 LA Grant and**

**DHCS Medi-Cal Outreach and Enrollment Grant**

1. DEFINITION: Children's Health Outreach, Enrollment, Utilization and Retention(CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination. The Children's Health Outreach Initiatives (CHOI) Data system is used to capture data for case management and reporting for community-based organizations providing outreach, enrollment, utilization and retention services. Contractor will provide Technical Assistance and Training for the CHOI Data system.

2. PERSONS TO BE SERVED:

- A. CHOI Technical Assistance and Training Services shall be provided in Los Angeles County.
- B. Contractor shall provide training and oversight of the CHOI data system for CHOI to data system users (in accordance with Exhibit **XX**, Scope of Work, attached hereto and incorporated herein by reference).
- C. CHOEUR Technical Assistance and Training services shall be provided to DPH/CHOI staff, other County Staff and contractors agencies who are contracted to utilize the CHOI data system.

3. SERVICE DELIVERY SITE(S):

Contractor's facility(ies) where services are to be provided hereunder are located at:

**Agency XXX**

Insert address, city, state and zip code

Contractor will be working remotely and providing Technical Assistance via phone and on-line meeting sessions. Trainings are to occur at training sites or via on-line training websites.

Contractor shall request approval from DPH in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

**4. SERVICES TO BE PROVIDED:**

- A. Contractor shall provide Technical Assistance and Training services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit **XX**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from DPH's authorized designee for all training and educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 47 of Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing Technical and Training services in accordance with Exhibit C, Schedule(s).

**5. STAFFING REQUIREMENTS:**

- A. Contractor shall maintain records, to include, but not be limited to: 1) job description funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

## 6. STAFF DEVELOPMENT AND TRAINING:

Contractor shall conduct ongoing and appropriate training as described in the Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall maintain documentation of services provided including training including: 1) date and location of training; 2) training topic(s); 3) and names of attendees.
- B. Contractor shall document training activities in the monthly report to DPH.

## 7. DPH CHOI DATA SYSTEM:

Contractor shall provide Technical Assistance and Training Services for the DPH Internet-based data tracking and reporting system. Contractor will ensure the security of the system and the confidentiality of client records. Contractor will work directly with Public Health Information Systems in accordance with Exhibit **XX**, Scope of Work.

## 8. PROPRIETARY CONSIDERATIONS:

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss, theft, or damage by any cause, including, but not limited to, fire and theft.

## 9. REPORTS:

Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH

**AGENCY XXX**

**STATEMENT OF WORK**

**Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) Services**

**First 5 LA Grant and**

**DHCS Medi-Cal Outreach and Enrollment Grant**

1. **DEFINITION** Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.
2. **PERSONS TO BE SERVED**
  - A. CHOEUR services shall be provided in Los Angeles County.
  - B. Contractor shall provide services to uninsured children, families and individuals in Los Angeles County who may be eligible for Medi-Cal, Healthy Kids and other no/low-cost health coverage programs (in accordance with Exhibit **XXX**, Scope of Work, attached hereto and incorporated herein by reference).
  - C. CHOEUR services shall be provided to individuals who may be eligible for Medi-Cal, Healthy Kids or other no/low-cost health coverage programs who reside in Service Planning Area/s (SPAs) **X (and X)** of Los Angeles County.
3. **SERVICE DELIVERY SITE(S)**

Contractor's facility(ies) where services are to be provided hereunder are located at:

**Agency XXX**

Insert address, city, and zip code

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit **X**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 47 of the ADDITIONAL PROVISIONS of this Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit **Y**, Schedule(s).

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit **X**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall maintain recruitment records, to include, but not be limited to:
  - 1) job description of all positions funded under this Contract; 2) staff résumé(s);

3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

## 6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in the Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training of CHOEUR staff. Staff Development and training shall include, but not be limited to, DPH approved CORE Comprehensive Training, which includes training on Medi-Cal Programs, and periodic health coverage program reviews and updates.
- B. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) and names of attendees and titles.
- C. Contractor shall document training activities in the monthly report to DPH.

## 7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

## 8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract

may be used by either Contractor or County both during and subsequent to the term of this Contract.

- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

## 9. REPORTS

Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH.
- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.
- D. Any additional reports as required by the Department of Health Care Services Medi-Cal Outreach and Enrollment Grant, if applicable.

## 10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

11. QUALITY IMPROVEMENT

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement (QI) Plan. The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

12. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

Contractor shall perform Medi-Cal administrative activities on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.



**AGENCY XXX**

**STATEMENT OF WORK**

**Training Services**

**Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR)**

**First 5 LA Grant and**

**DHCS Medi-Cal Outreach and Enrollment Grant**

**1. DEFINITION**

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.

**2. PERSONS TO BE SERVED**

- A. CHOEUR training services shall be provided in Los Angeles County.
- B. Contractor shall provide training and troubleshooting services to CHOI contracted agencies, other County Staff and contractors who are part of the DHCS grant and other community stakeholders who assist uninsured children, families and individuals in Los Angeles County who may be eligible for Medi-Cal, Healthy Kids and other no/low-cost health coverage programs (in accordance with Exhibit **XX**, Scope of Work, attached hereto and incorporated herein by reference).
- C. CHOEUR training services shall be provided to stakeholders who assist persons who may be eligible for Medi-Cal, Healthy Kids, or other no/low-cost health coverage programs who reside in Los Angeles County.

**3. SERVICE DELIVERY SITE(S)**

Contractor's facility(ies) where services are to be provided hereunder are located at:

**Agency XXX**  
**Countywide Training Assistance.**  
**Insert address, city, and zip code**

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR training services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit **XX**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 47 of the ADDITIONAL PROVISIONS of this Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR training services in accordance with Exhibit **XX**, Schedule(s).

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall maintain recruitment records, to include, but not be limited

to: 1) job description of all positions funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

## 6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in the Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training of CHOEUR staff. Staff Development and training shall include, but not be limited to, DPH approved CORE Comprehensive Training and periodic health coverage program reviews and updates.
- B. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) and names of attendees and titles.
- C. Contractor shall document training activities in the monthly report to DPH.

## 7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

## 8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this

Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.

- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

## 9. REPORTS

Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH.
- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

## 10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

## 11. QUALITY IMPROVEMENT

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement (QI) Plan. The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

12. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

Contractor shall perform Medi-Cal administrative activities on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development.

Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.

Contractor: TRAINING CONTRACTOR XX.  
 Contract # PH-00XXXX-N

### Scope of Work

## Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

### Fiscal Year 2014-2015

Goal 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

Goal 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
1.1 By June 30, 2015, under the F5LA Grant, Contractor shall provide a minimum of <del>XXX</del> trainings totaling a minimum of <del>XXX</del> (to <del>XXX</del> +) hours with a minimum of <del>XXX</del> individuals trained ( <del>20</del> to <del>25</del> attendees per training, with up to <del>50</del> in some).	1.1a Develop/Update training curricula for each of the <del>5-8</del> training modules, training manuals and post-tests and develop curriculum for new programs. Training curricula will include but not be limited to public and private health program outreach, enrollment and retention/intervention strategies. Submit to DPH for approval.	9/1/ 2014 - 6/30/15	1.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.
By June 30, 2015, under the DHCS Grant, Contractor shall provide a minimum of <del>XX</del> additional trainings totaling a minimum of <del>XX</del> hours with a minimum of <del>XXX</del> individuals trained ( <del>15-20</del> attendees per training, with up to <del>40</del> in some).			
<p>Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <ol style="list-style-type: none"> <li><i>Type of Training Module: Core "We've Got You Covered" (2 day training = 16 hrs) (For the DHCS Grant, emphasis on Medi-Cal programs and eligibility)</i></li> <li><i>Type of Training Module: Follow Up (4 hrs) Includes troubleshooting difficult cases/barriers/best practices (For the DHCS Grant, emphasis on Medi-Cal programs)</i></li> <li><i>Type of Training Module: Utilization &amp; Retention, includes Troubleshooting difficult cases/barriers/best practices (4 hrs) (For the DHCS Grant, emphasis on Medi-Cal programs)</i></li> </ol>	<p>1.1b Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</p> <p>1.1c Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable).</p>	<p>7/1/2014 - 6/30/15</p> <p>7/1/2014 - 6/30/15</p>	<p>1.1b Master calendar will be kept on file and made available upon site visit by DPH.</p> <p>1.1c Documents (i.e. Sign-in Sheets) will be kept on file and number of participants reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>

Contractor: TRAINING CONTRACTOR XX.  
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### Scope of Work

## Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

### Fiscal Year 2014-2015

Goal 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

Goal 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>4. <i>Type of Training Module: Affordable Care Act (2 levels – 1.5 hrs and 3 hrs)</i>  <i>(For the DHCS Grant, emphasis on the Medi-Cal Expansion)</i></p> <p>5. <i>Type of Training Module: Specialized, agency-driven or special topic (4 hrs), including troubleshooting difficult cases/barriers/best practices</i></p>			
<p>2.1 By June 30, 2015, for the F5LA Grant, a Training Subcontractor shall provide a minimum of <b>40%</b> of training specified under the F5LA Grant.</p>	<p>2.1a Subcontractor Update Comprehensive Training curricula, training manual, education pamphlets/information sheets and post-tests and develop curriculum for new programs. Submit to DPH for approval.</p>	<p>7/1/2014 - 6/30/15</p>	<p>2.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p>
<p>By June 30, 2015, for the DHCS Grant, if a Training Subcontractor is hired by the Training Contractor, the Training Subcontractor shall provide a minimum of <b>XX%</b> of the training specified under the DHCS Grant.</p>	<p>2.1b Subcontractor will coordinate and schedule own trainings. A calendar of the training sites, dates and times will be kept on file with both primary contractor and subcontractor.</p>	<p>7/1/ 2014 - 6/30/15</p>	<p>2.1b Master calendar will be kept on file and made available upon site visit by DPH.</p>
	<p>2.1 c Subcontractor will conduct trainings and obtain sign-in sheets and post-tests; Primary contractor will be provided with original documentation.</p>	<p>7/1/ 2014 – 6/30/15</p>	<p>2.1c Documents (i.e.; Sign-in sheets) will be kept on file and number reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>
<p>3.1 By June 30, 2015, For the F5LA Grant, Contractor (and Subcontractor) will provide technical assistance to <b>XXX</b> cases referred by community-based enrollment staff on</p>	<p>3.1a Develop and maintain tracking system (e.g. log, or files) to track assistance given to community-based enrollment staff</p>	<p>7/1/2014 - 6/30/15</p>	<p>3.1a Documentation (e.g. contact e-mails and correspondences) to be kept on file and reported in monthly reports to DPH.</p>

Contractor: TRAINING CONTRACTOR XX.  
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### Scope of Work

## Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

### Fiscal Year 2014-2015

Goal 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

Goal 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
clients experiencing complex enrollment, utilization or retention issues.			
By June 30, 2015, for the DHCS Grant, Contractor (and Subcontractor) will provide technical assistance to an <b>additional XXX</b> cases referred by CHOI contracted agencies and other County staff and contractors who are part of the DHCS grant.			
4.1 By June 30, 2015, 100% of the trainees will receive training manuals and/or educational pamphlets/information sheets.	4.1 Provide training manuals and/or education pamphlets/information sheets and maintain log.	7/1/2014 - 6/30/15	4.1 Documents (i.e. curricula) will be kept on file and number of participants receiving Training Manual and/or pamphlets/information sheets will be reported in monthly reports to DPH.
4.2 June 30, 2015, Contractor and Subcontractor will follow-up with all training participants who score below 80% on post-tests (10 questions).	4.2a Administer post-test and maintain score log.	7/1/2014 - 6/30/15	4.2a Post-test documents will be kept on file and scores shall be written on the post-test. Number of participants scoring 80% or higher shall be reported in monthly reports to DPH.
	4.2b Provide trainees who score below 80% on post test an opportunity to review with trainer each missed test questions in person or via phone.	7/1/2014 - 6/30/15	4.2b Trainee re-contact results on file (track in Access Database) and reported in monthly reports to DPH.
5.1 June 30, 2015, Primary contractor and Subcontractor will participate in <b>80%</b> of the monthly Community Health Coverage: Outreach, Enrollment, Retention and Utilization contractor meetings.	5.1 Attend contractor monthly meeting.	7/1/ 2014 - 6/30/15	5.1 Maintain meeting minutes and document name of individual(s) attending monthly meeting in monthly reports to DPH.



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### Scope of Work

## Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

### Fiscal Year 2014-2015

Goal 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

Goal 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
6.1 By June 30, 2015, Contractor and Subcontractor will participate in 100% of the Countywide Community Health Coverage Outreach, Enrollment, Retention and Utilization evaluation required activities.	6.1 Contractor shall work with DPH for compilation of data, scores, and review of training efforts.	7/1/2014 - 6/30/15	6.1 Maintain all materials/tools, records of workload reports, enrollment figures and follow-up data on file. All materials and data shall be made available upon site visit.
7.1 By June 30, 2015, Contractor will conduct 100% of the Quality Improvement Plan (QIP) activities.	7.1a Develop/Update and maintain a QIP describing a process for ensuring continual progress toward measurable objectives in five distinct areas: 1) increasing participant knowledge, 2) assuring trainer quality and participant satisfaction, 3) maintaining training curriculum and materials, 4) organizing training logistics and 5) assuring collaboration.	8/1/2014 - 6/30/15	7.1a Submit QIP to DPH for approval. Letters of QIP approval will be maintained on file. Material to be available for random sampling and auditing by DPH.
	7.1b Conduct QIP activities	8/1/2014 - 6/30/15	7.1b Document QIP appropriate activities in monthly reports to DPH.
8.1 By June 30, 2015, Contractor will ensure that 100% of funded staff (contractor and subcontractor) participates in the Medi-Cal Administrative Activities (MAA) reimbursement program.	8.1 Schedule contractor staff members for DPH MAA training(s).	As scheduled	8.1 Verification of MAA training for contractor staff members will be kept on file.
	Ensure that contractor staff members attend DPH MAA training(s).	As scheduled	A listing of trained staff and a copy of training materials will be kept on file.
Contractor and subcontractor staffs funded through this County agreement will attend MAA trainings as scheduled and complete MAA time survey(s) as required by the State.	Ensure that contractor staff members complete MAA time survey(s) as required by the State.	ongoing	A copy of time survey forms will be kept on file.

Contractor: TRAINING CONTRACTOR XX.  
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### Scope of Work

## Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

### Fiscal Year 2014-2015

Goal 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

Goal 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
	Monitor staff's timely completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.	ongoing	A copy of time survey forms, time cards, and time card correction forms will be kept on file.
	Approve MAA time surveys; submit the following to DPH: the survey form with employee time card and time card correction form attached, DPH approved outreach and health education materials, and a written attestation confirming correctness of recorded time survey activities and time expended.	ongoing	A copy time survey forms, time cards, time card correction forms, outreach and health education materials, and written attestation document will be kept on file.
	Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).	ongoing	Meeting agendas and notes will be kept on file.
	Participate in MAA audit, as scheduled by State and federal agencies.	ongoing	A copy of time survey forms, time cards, time card correction forms, and outreach and health education materials will be kept on file; contractor staff members will be available for interviews during audit period.

Contractor: IT CHOI Database Contractor XXX  
 Contract #: PH-00XXXX-N

Scope of Work  
 Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-2015**

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
<b><u>PHASE I – REMEDIATION OF CURRENT APPLICATION DEFECTS</u></b>  1.1 By June 30, 2015 Contractor will provide a list of existing and new defects to the Public Health Information Systems (PHIS) Application Developer (developer) in order to maintain performance and continue to improve long term stability of the Children's Health Outreach Initiatives (CHOI) Internet-based data collection and reporting system.	1.1a Review existing and newly discovered defects.	By 7/07/14	1.1a Maintain on file a list of existing and newly discovered and completed defects. (use Project management software tool)
	1.1b Convey CHOI system defects requests to the PHIS developer to ensure understanding of defects and desired resolution.	By 9/15/14	1.1b Communicate defects to developer and maintain a file of PHIS developer correspondence.
	1.1c Work with PHIS developer to review and correct/fix outstanding defects to avoid system errors and miscalculated reports.	Ongoing	1.1c Maintain a file of PHIS developer correspondence regarding changes. (use Project management software tool)
	1.1d. Track progress of defects of CHOI system in PHIS project management software and provide monthly progress reports to CHOI Program and necessary PHIS management staff.	Ongoing	1.1d Maintain on file monthly progress reports of CHOI system defects' development.

Contractor: IT CHOI Database Contractor XXX  
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Scope of Work  
 Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-2015**

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
<b><u>PHASE II – EXPANDING THE REPORTING CAPABILITIES OF THE CURRENT SYSTEM</u></b>  2.1 By June 30, 2015, Contractor will provide PHIS developer with suggestions for improving CHOI contracted agencies, other County staff and County contractors funded by the DHCS grant (users) data entry productivity through screen navigation enhancements.	2.1a Discuss navigation improvements with contracted agencies and other County staff and County contractors funded by the DHCS grant (users).	By 10/1/14	2.1a Maintain a file of CHOI agencies, other County staff and County contractors' correspondence regarding navigation improvements.
	2.1b Discuss, and support developer with the specifications for new navigations paths and interim screens that will enhance and increase the user's productivity.	By 2/28/15	2.1b Maintain a file of updated specifications and developer correspondence regarding changes.
	2.1c Provide and support developer with the specifications for new navigation ideas/screen modifications needed.	By 2/28/15	2.1c Maintain a file of developer correspondence regarding changes.
	2.1d. Track progress of improvements and provide a progress report to CHOI Program and necessary PHIS management staff.	Ongoing	2.1d Maintain a copy of the progress report on file.

Contractor: IT CHOI Database Contractor XXX  
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Scope of Work  
 Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-2015**

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
3.1 By June 30, 2015, Contractor will add system administration features and improve configurability of the application as well as increase the CHOI contracted agencies' and other DHCS grant-funded County and contracted agency staff's ability to be self-reliant.	3.1a Provide and support PHIS developer with the specifications for administration screens that will allow CHOI agency staff and other DHCS grant-funded County and contracted agency staff to control the drop down content of master tables independently.	By 3/31/15	3.1a Maintain on file updated specifications for new administrative screens and CHOI/developer correspondence regarding changes
	3.1b Notify CHOI contracted agencies and other DHCS grant-funded County and contracted agency staff of updates and availability of the CHOI data system.	By 3/31/15	3.1b Maintain on file updated CHOI Agencies/DCHS grant County Staff and Contractors/developer correspondence regarding changes.
	3.1c. Track monthly progress of screen development and submit progress monthly report to CHOI Program staff.	Ongoing	3.1c Maintain progress report on file.

Contractor: IT CHOI Database Contractor XXX  
 Contract #: PH-00XXXX-N

Scope of Work  
 Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-2015**

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
4.1 By June 30, 2015, Contractor will inform CHOI Program staff, CHOI contracted agencies and DHCS grant-funded County staff and contractors on the updated CHOI data-based system.	<p>4.1a Assist CHOI Program staff in the development of informational presentations regarding the updated CHOI data system.</p> <p>4.1b Provide technical assistance via phone, email and/or on-site, as needed, to the CHOI contracted agencies and other DHCS grant-funded County staff and contractors regarding the use of and reporting capabilities of the CHOI data system.</p> <p>4.1c Document progress of activities in monthly reports and provide to CHOI Program staff.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>4.1a Maintain on file CHOI Program correspondence regarding informational presentation development.</p> <p>4.1b Maintain on file a log of CHOI contracted staff and other DHCS grant-funded County staff and contractors that received technical assistance.</p> <p>4.1c Maintain on file monthly reports.</p>

Contractor: IT CHOI Database Contractor XXX  
 Contract #: PH-00XXXX-N

Scope of Work  
 Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-2015**

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
4.2 By June 30, 2015, Contractor will conduct trainings for CHOI Program staff, CHOI contracted agencies and other DHCS grant-funded County staff and contracted agency staff on improved specification, system, navigations and new reporting capabilities.	4.2a Develop written instructional guides for trainings and submit to CHOI Program staff.	Ongoing	4.2a Maintain on file training instructional guides.
	4.2b Conduct hands-on and/or web-based training to CHOI contracted agency staff and other DHCS grant-funded County staff and contracted staff on the CHOI data system in a classroom setting. Submit sign-in sheet to CHOI Program staff.	Ongoing	4.2b Maintain on file sign-in sheets.

**Scope of Work**  
**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services**  
**FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**  
**Fiscal Year 2014-15**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION																																				
<p><b>* Service Planning Area(s) must be specified</b></p> <p>1.1 By June 30, 2015, for the First 5 LA Grant, Contractor (and subcontractor) will have successfully engaged a minimum of <u>XXXX number</u> of the target population in Service Planning Area(s) <u>X</u> and <u>X</u> through an outreach/in-reach contact.</p> <p>For Agencies w/ Subcontractors, specify target &amp; SPAs:</p> <table><tr><th colspan="3"><b>First 5 LA Grant</b></th></tr><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Numbers</u></th></tr><tr><td>Agency XXX</td><td>X</td><td>XXXX</td></tr><tr><td></td><td>Agency XXXX</td><td></td></tr><tr><td>X</td><td></td><td>XXXX</td></tr><tr><td colspan="3"><b>Total</b> (Must equal F5LA total above) X &amp; X XXXX</td></tr></table> <p>By June 30, 2015, for the DHCS Grant, Contractor will have engaged a minimum <u>XXXX</u> of the Medi-Cal eligible target population in SPAs X &amp; X.</p> <table><tr><th colspan="3"><b>DHCS Grant</b></th></tr><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Medi-Cal</u></th></tr><tr><th><u>Numbers</u></th><td></td><td></td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXX</td></tr><tr><td colspan="3"><b>Total</b> (Must equal DHCS total above) X &amp; X XXXX</td></tr></table>	<b>First 5 LA Grant</b>			<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Agency XXX	X	XXXX		Agency XXXX		X		XXXX	<b>Total</b> (Must equal F5LA total above) X & X XXXX			<b>DHCS Grant</b>			<u>Agency Name</u>	<u>SPA(s)</u>	<u>Medi-Cal</u>	<u>Numbers</u>			Agency XXXX	X	XXX	Agency XXXX	X	XXX	<b>Total</b> (Must equal DHCS total above) X & X XXXX			<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
<b>First 5 LA Grant</b>																																							
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																																					
Agency XXX	X	XXXX																																					
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## Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>"<u>Successfully engaged</u>" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An "<u>outreach or in-reach contact</u>" is defined as speaking directly either in person or by telephone with a client or potential client(s) for <u>at least eight (8) minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>			
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Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-15**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION									
<p><b>* Service Planning Area(s) must be specified</b></p> <p>2.1 June 30, 2015, for the F5LA Grant, Contractor (and subcontractor) will have completed applications for a minimum of <b>XXXX</b> clients within Service Planning Area(s) X &amp; X (<b>insert SPAs</b>) for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies</p> <p><b>F5LA Grant</b></p> <table><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Numbers</u></th></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr></table> <p><b>Total</b> (Must equal F5LA total above) <b>XXXX</b></p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Agency XXXX	X	XXXX	Agency XXXX	X	XXXX	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p>	<p>8/1/13-6/30/14</p> <p>7/1/14-6/30/15</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>										
Agency XXXX	X	XXXX										
Agency XXXX	X	XXXX										
<p>By June 30, 2015, for the DHCS Grant, Contractor (and subcontractor) will have completed Medi-Cal applications for a minimum of <b>XXXX</b> eligible clients within SPAs X and X. For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <p><b>DHCS Grant</b></p> <table><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Medi-Cal Numbers</u></th></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr></table> <p><b>Total</b> (Must equal DHCS total above) <b>XXXX</b></p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Medi-Cal Numbers</u>	Agency XXXX	X	XXXX	Agency XXXX	X	XXXX	<p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p>	<p>7/1/14-6/30/15</p>	<p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Medi-Cal Numbers</u>										
Agency XXXX	X	XXXX										
Agency XXXX	X	XXXX										

## Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.</p>	2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.	8/1/14-6/30/15	2.1d DPH letters of approval on file.
	2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.	7/1/14-6/30/15	2.1e Maintain client intake forms with services/program referral information.

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
 Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2015, Contractor (and subcontractor) will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents <b>agency effort</b> to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8/1/14–6/30/15</p> <p>7/1/14–6/30/15</p> <p>7/1/14-6/30/15</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2015, Contractor (and subcontractor) will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents <b>enrollment outcome</b>.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/14 – 6/30/15</p> <p>7/1/14-6/30/15</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2014-15**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION						
<p>3.1 By June 30, 2015, for the F5LA Grant, Contractor (and subcontractor) will provide ongoing assistance to <u>XXXX</u> clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <p><b>F5LA Grant</b></p> <table><tr><td><u>Agency Name</u></td><td><u>Numbers</u></td></tr><tr><td>Agency XXXX</td><td>XXXX</td></tr><tr><td colspan="2"><b>Total (Must equal F5LA total above)</b> XXXX</td></tr></table>	<u>Agency Name</u>	<u>Numbers</u>	Agency XXXX	XXXX	<b>Total (Must equal F5LA total above)</b> XXXX		<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14 - 6/30/15</p> <p>7/1/14 - 6/30/15</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>Numbers</u>								
Agency XXXX	XXXX								
<b>Total (Must equal F5LA total above)</b> XXXX									
<p>By June 30, 2015, for the DHCS Grant, Contractor (and subcontractor) will provide ongoing assistance to XXXX Medi-Cal clients experiencing problems with enrollment, utilizing benefits or retention</p> <p><b>DHCS Grant</b></p> <table><tr><td><u>Agency Name</u></td><td><u>Medi-Cal Numbers</u></td></tr><tr><td>Agency XXXX</td><td>XXXX</td></tr><tr><td colspan="2"><b>Total (Must equal DHCS total above)</b> XXXX</td></tr></table>	<u>Agency Name</u>	<u>Medi-Cal Numbers</u>	Agency XXXX	XXXX	<b>Total (Must equal DHCS total above)</b> XXXX				
<u>Agency Name</u>	<u>Medi-Cal Numbers</u>								
Agency XXXX	XXXX								
<b>Total (Must equal DHCS total above)</b> XXXX									
<p>“Ongoing assistance” is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>									

## Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>3.2 By June 30, 2015, Contractor (and subcontractor) will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH CHOI database.</p>	<p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>
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Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
 Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2015, Contractor (and subcontractor) will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.2 By June 30, 2015, Contractor (and subcontractor) will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor.</p> <p>"Provide redetermination assistance" is defined as helping clients to complete health insurance re-certification/renewal paperwork.</p>	<p>4.2a Conduct redetermination assistance and document on DPH approved Intake Form into CHOI database.</p> <p>4.2b Enter data from CHOI approved Intake Form into CHOI database data system.</p>	<p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>4.2a Completed forms will be kept on file.</p> <p>4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to DPH.</p>

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
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<p>5.1 By June 30, 2015, Contractor (and subcontractor) will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p><u>"Retention rate"</u> is defined as the number of clients who are still enrolled 14 months after submission of application. <u>"Sample"</u> is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/14 – 6/30/15</p> <p>DPH will determine the date to conduct the 14-month Retention Survey</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2015, Contractor (and subcontractor) will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><i>Please note: For clients assisted through funds from the DHCS Grant, Contractor (and subcontractor) will enter data in the CHOI data base under the Funding Source "DHCS Grant".</i></p> <p><u>"Enter data"</u> is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to DPH.</p> <p>6.1e Ensure DPH-approved latest forms and documents are utilized and on file.</p>	<p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14 – 6/30/15</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>



## Scope of Work

**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**

**Fiscal Year 2014-15**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2015, Contractor (and subcontractor) will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p> <p>7.1b Contractor and subcontractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>7/1/14 – 6/30/15</p> <p>7/1/14 – 6/30/15</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.</p>
<p>8.1 By June 30, 2015, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>7/1/14-6/30/15</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

## Scope of Work

**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**

**Fiscal Year 2014-15**

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2015, Contractor (and subcontractor) will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.	7/1/14-6/30/15	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.
	9.1b Contractor and subcontractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county.	7/1/14-6/30/15	9.1b Document attendance in monthly reports submitted to DPH
	9.1c Contractor and subcontractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.	7/1/14-6/30/15	9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2015, Contractor (and subcontractor) will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.	8/1/14-6/30/15	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.
	10.1b Conduct QIP activities.	7/1/14-6/30/15	10.1b Document QIP activities in monthly reports to DPH.

## Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<b>For Contractors with Subcontractors:</b>  11.1 By June 30, 2015, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times.  11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list.  11.1c Conduct annual contract monitoring  11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.	7/1/14-6/30/15  1/1/15-6/30/15  1/1/15-6/30/15  3/1/15-6/30/15	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH.  11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list.  11.1c Completed contract monitoring tools and documentation will be kept on file.  11.1d Completed documentation of correction action materials will be kept on file.

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
 Fiscal Year 2014-15

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>12.1 By June 30, 2015, Contractor will ensure that 100% of funded staff participates in the Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law.</p> <p>Contractor (and subcontractor) staff funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as allowed/required by the State or County.</p>	<p>12.1 Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members' complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials as required by CHOI.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As Scheduled</p> <p>As Scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>12.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>Contractor staff members will be available for interviews during audit period.</p>

**Scope of Work**  
**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services**  
**FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION												
<p><b>* Service Planning Area(s) must be specified</b></p> <p>1.1 By June 30, 2016, for the First 5 LA Grant, Contractor (and subcontractor) will have successfully engaged a minimum of <u>XXXX</u> number of the target population in Service Planning Area(s) <u>X and X</u> through an outreach/in-reach contact.</p> <p>For Agencies w/ Subcontractors, specify target &amp; SPAs:</p> <p><b>First 5 LA Grant</b></p> <table><tr><th>Agency Name</th><th>SPA(s)</th><th>Numbers</th></tr><tr><td>Agency XXX</td><td>X</td><td>XXXX</td></tr><tr><td>Agency XXXX</td><td></td><td></td></tr><tr><td>X</td><td></td><td>XXXX</td></tr></table> <p><b>Total</b> (Must equal F5LA total above) <u>X &amp; X</u> <u>XXXX</u></p>	Agency Name	SPA(s)	Numbers	Agency XXX	X	XXXX	Agency XXXX			X		XXXX	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
Agency Name	SPA(s)	Numbers													
Agency XXX	X	XXXX													
Agency XXXX															
X		XXXX													
<p>By June 30, 2016, for the DHCS Grant, Contractor will have engaged a minimum <u>XXXX</u> of the Medi-Cal eligible target population in SPAs X &amp; X.</p> <p><b>DHCS Grant</b></p> <table><tr><th>Agency Name</th><th>SPA(s)</th><th>Medi-Cal Numbers</th></tr><tr><td>Agency XXXX</td><td>X</td><td>XXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXX</td></tr></table> <p><b>Total</b> (Must equal DHCS total above) <u>X &amp; X</u> <u>XXXX</u></p> <p>“Successfully engaged” is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of</p>	Agency Name	SPA(s)	Medi-Cal Numbers	Agency XXXX	X	XXX	Agency XXXX	X	XXX						
Agency Name	SPA(s)	Medi-Cal Numbers													
Agency XXXX	X	XXX													
Agency XXXX	X	XXX													

Contractor: AGENCY XXX  
 Contract #PH-00XXXX-N\_\_\_\_\_

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>Evaluating Objectives 1.1c)</p> <p>An "outreach or in-reach contact" is defined as speaking directly either in person or by telephone with a client or potential client(s) for <u>at least eight (8) minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>			
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Contractor: AGENCY XXX  
 Contract #PH-00XXXX-N\_\_\_\_\_

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
 Fiscal Year 2015-16

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION									
<p><b>* Service Planning Area(s) must be specified</b></p> <p>2.1 June 30, 2016, for the F5LA Grant, Contractor (and subcontractor) will have completed applications for a minimum of <b>XXXX</b> clients within Service Planning Area(s) X &amp; X (<b>insert SPAs</b>) for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies</p> <p><b>F5LA Grant</b></p> <table><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Numbers</u></th></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr></table> <p><b>Total</b> (Must equal F5LA total above) <b>XXXX</b></p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Agency XXXX	X	XXXX	Agency XXXX	X	XXXX	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p>	<p>8/1/15-6/30/16</p> <p>07/1/15-6/30/16</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>										
Agency XXXX	X	XXXX										
Agency XXXX	X	XXXX										
<p>By June 30, 2016, for the DHCS Grant, Contractor (and subcontractor) will have completed Medi-Cal applications for a minimum of <b>XXXX</b> eligible clients within SPAs X and X. For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <p><b>DHCS Grant</b></p> <table><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Medi-Cal Numbers</u></th></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr><tr><td>Agency XXXX</td><td>X</td><td>XXXX</td></tr></table> <p><b>Total</b> (Must equal DHCS total above) <b>XXXX</b></p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Medi-Cal Numbers</u>	Agency XXXX	X	XXXX	Agency XXXX	X	XXXX	<p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p>	<p>07/1/15-6/30/16</p> <p>8/1/15-6/30/16</p>	<p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Medi-Cal Numbers</u>										
Agency XXXX	X	XXXX										
Agency XXXX	X	XXXX										
<p>“Completed applications” is defined as assisting clients to fill out health insurance applications line-</p>												

Contractor: AGENCY XXX  
 Contract #PH-00XXXX-N\_\_\_\_\_

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.</p>	<p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>07/1/15-6/30/16</p>	<p>2.1e Maintain client intake forms with services/program referral information.</p>
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Scope of Work  
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2016, Contractor (and subcontractor) will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents <b>agency effort</b> to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8/1/15–6/30/16</p> <p>07/1/15–6/30/16</p> <p>07/1/15–6/30/16</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2016, Contractor (and subcontractor) will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents <b>enrollment outcome</b>.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>07/1/15 – 6/30/16</p> <p>07/1/15–6/30/16</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

Contractor: AGENCY XXX  
 Contract # PH-00XXXX-N

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION						
<p>3.1 By June 30, 2016, for the F5LA Grant, Contractor (and subcontractor) will provide ongoing assistance to <u>XXXX</u> clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <p><b><u>F5LA Grant</u></b></p> <table><tr><td><b><u>Agency Name</u></b></td><td><b><u>Numbers</u></b></td></tr><tr><td>Agency <u>XXXX</u></td><td><u>XXXX</u></td></tr><tr><td colspan="2"><b>Total (Must equal F5LA total above)</b> <u>XXXX</u></td></tr></table>	<b><u>Agency Name</u></b>	<b><u>Numbers</u></b>	Agency <u>XXXX</u>	<u>XXXX</u>	<b>Total (Must equal F5LA total above)</b> <u>XXXX</u>		<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/15-6/30/16</p> <p>07/1/15 - 6/30/16</p> <p>07/1/15 - 6/30/16</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<b><u>Agency Name</u></b>	<b><u>Numbers</u></b>								
Agency <u>XXXX</u>	<u>XXXX</u>								
<b>Total (Must equal F5LA total above)</b> <u>XXXX</u>									
<p>By June 30, 2016, for the DHCS Grant, Contractor (and subcontractor) will provide ongoing assistance to <u>XXXX</u> Medi-Cal clients experiencing problems with enrollment, utilizing benefits or retention</p> <p><b><u>DHCS Grant</u></b></p> <table><tr><td><b><u>Agency Name</u></b></td><td><b><u>Medi-Cal Numbers</u></b></td></tr><tr><td>Agency <u>XXXX</u></td><td><u>XXXX</u></td></tr><tr><td colspan="2"><b>Total (Must equal DHCS total above)</b> <u>XXXX</u></td></tr></table>	<b><u>Agency Name</u></b>	<b><u>Medi-Cal Numbers</u></b>	Agency <u>XXXX</u>	<u>XXXX</u>	<b>Total (Must equal DHCS total above)</b> <u>XXXX</u>				
<b><u>Agency Name</u></b>	<b><u>Medi-Cal Numbers</u></b>								
Agency <u>XXXX</u>	<u>XXXX</u>								
<b>Total (Must equal DHCS total above)</b> <u>XXXX</u>									
<p>“Ongoing assistance” is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>									

Contractor: AGENCY XXX  
 Contract #PH-00XXXX-N\_\_\_\_\_

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

<p>3.2 By June 30, 2016, Contractor (and subcontractor) will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH CHOI database.</p>	<p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>
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Scope of Work  
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2016, Contractor (and subcontractor) will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.2 By June 30, 2016, Contractor (and subcontractor) will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor.</p> <p>"Provide redetermination assistance" is defined as helping clients to complete health insurance re-certification/renewal paperwork.</p>	<p>4.2a Conduct redetermination assistance and document on DPH approved Intake Form into CHOI database.</p> <p>4.2b Enter data from CHOI approved Intake Form into CHOI database data system.</p>	<p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p>	<p>4.2a Completed forms will be kept on file.</p> <p>4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to DPH.</p>

Scope of Work  
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2016, Contractor (and subcontractor) will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p><u>"Retention rate"</u> is defined as the number of clients who are still enrolled 14 months after submission of application. <u>"Sample"</u> is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/15 – 6/30/16</p> <p>DPH will determine the date to conduct the 14-month Retention Survey</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2016, Contractor (and subcontractor) will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><i>Please note: For clients assisted through funds from the DHCS Grant, Contractor (and subcontractor) will enter data in the CHOI data base under the Funding Source "DHCS Grant".</i></p> <p><u>"Enter data"</u> is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to DPH.</p> <p>6.1e Ensure DPH-approved latest forms and documents are utilized and on file.</p>	<p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15-6/30/16</p> <p>07/1/15 – 6/30/16</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>

Contractor: AGENCY XXX  
 Contract # PH-00XXXX-N

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
 Fiscal Year 2015-16

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2016, Contractor (and subcontractor) will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p> <p>7.1b Contractor and subcontractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>07/1/15 – 6/30/16</p> <p>07/1/15 – 6/30/16</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.</p>
<p>8.1 By June 30, 2016, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>07/1/15-6/30/16</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

**Scope of Work**  
**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services**  
**FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2016, Contractor (and subcontractor) will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.  9.1b Contractor and subcontractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county.  9.1c Contractor and subcontractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.	07/1/15-6/30/16  07/1/15-6/30/16  07/1/15-6/30/16	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.  9.1b Document attendance in monthly reports submitted to DPH  9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2016, Contractor (and subcontractor) will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.  10.1b Conduct QIP activities.	8/1/15-6/30/16  07/1/15-6/30/16	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.  10.1b Document QIP activities in monthly reports to DPH.

Contractor: AGENCY XXX  
 Contract # PH-00XXXX-N

Scope of Work  
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services  
 FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<b>For Contractors with Subcontractors:</b>  11.1 By June 30, 2016, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times.  11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list.  11.1c Conduct annual contract monitoring  11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.	07/1/15-6/30/16  1/1/15-6/30/16  1/1/15-6/30/16  3/1/15-6/30/16	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH.  11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list.  11.1c Completed contract monitoring tools and documentation will be kept on file.  11.1d Completed documentation of correction action materials will be kept on file.



**Scope of Work**  
**Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services**  
**FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT**  
**Fiscal Year 2015-16**

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>12.1 By June 30, 2016, Contractor will ensure that 100% of funded staff participates in the Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law.</p> <p>Contractor (and subcontractor) staff funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as allowed/required by the State or County.</p>	<p>12.1 Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members' complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials as required by CHOI.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As Scheduled</p> <p>As Scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>12.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>Contractor staff members will be available for interviews during audit period.</p>

Contractor: TRAINING CONTRACTOR XX  
 Contract # PH-00XXXX-N

### Scope of Work

#### Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

Fiscal Year 2015-2016

**Goal No. 1:** To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

**Goal No. 2:** To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note:** All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>1.1 By June 30, 2016, under the F5LA Grant, Contractor shall provide a minimum of <b>XX</b> trainings totaling a minimum of <b>XXX</b> (to <b>XXX+</b>) hours with a minimum of <b>XXX</b> individuals trained (<b>20</b> to <b>25</b> attendees per training, with up to <b>50</b> in some).</p>	<p>1.1a Develop/Update training curricula for each of the <b>5-8</b> training modules, training manuals and post-tests and develop curriculum for new programs. Training curricula will include but not be limited to public and private health program outreach, enrollment and retention/intervention strategies. Submit to DPH for approval.</p>	<p>9/1/ 2015 - 6/30/16</p>	<p>1.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p>
<p>By June 30, 2016, under the DHCS Grant, Contractor shall provide a minimum of <b>XX</b> additional trainings totaling a minimum of <b>XX</b> hours with a minimum of <b>XXX</b> individuals trained (<b>15-20</b> attendees per training, with up to <b>40</b> in some).</p>	<p>1.1b Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</p>	<p>7/1/2015- 6/30/16</p>	<p>1.1b Master calendar will be kept on file and made available upon site visit by DPH.</p>
<p>Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <ol style="list-style-type: none"> <li><i>Type of Training Module: Core "We've Got You Covered" (2 day training = 16 hrs) (For the DHCS Grant, emphasis on Medi-Cal programs and eligibility)</i></li> <li><i>Type of Training Module: Follow Up (4 hrs) Includes troubleshooting difficult cases/barriers/best practices (For the DHCS Grant, emphasis on Medi-Cal programs)</i></li> <li><i>Type of Training Module: Utilization &amp; Retention, includes Troubleshooting difficult cases/barriers/best practices (4 hrs) (For the DHCS Grant, emphasis on Medi-Cal programs)</i></li> </ol>	<p>1.1c Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable).</p>	<p>7/1/2015- 6/30/16</p>	<p>1.1c Documents (i.e. Sign-in Sheets) will be kept on file and number of participants reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>

Contractor: TRAINING CONTRACTOR XX  
 Contract # PH-00XXXX-N

### Scope of Work

#### Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

Fiscal Year 2015-2016

**Goal No. 1:** To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

**Goal No. 2:** To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>4. <i>Type of Training Module: Affordable Care Act (2 levels – 1.5 hrs and 3 hrs)</i>  <i>(For the DHCS Grant, emphasis on the Medi-Cal Expansion)</i></p> <p>5. <i>Type of Training Module: Specialized, agency-driven or special topic (4 hrs), including troubleshooting difficult cases/barriers/best practices</i></p>			
<p>2.1 By June 30, 2016, for the F5LA Grant, a Training Subcontractor shall provide a minimum of <b>40%</b> of training specified under the F5LA Grant.</p>	<p>2.1a Subcontractor Update Comprehensive Training curricula, training manual, education pamphlets/information sheets and post-tests and develop curriculum for new programs. Submit to DPH for approval.</p>	<p>7/1/2015-6/30/16</p>	<p>2.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p>
<p>By June 30, 2016, for the DHCS Grant, if a Training Subcontractor is hired by the Training Contractor, the Training Subcontractor shall provide a minimum of <b>XX%</b> of the training specified under the DHCS Grant.</p>	<p>2.1b Subcontractor will coordinate and schedule own trainings. A calendar of the training sites, dates and times will be kept on file with both primary contractor and subcontractor.</p>	<p>7/1/ 2015 - 6/30/16</p>	<p>2.1b Master calendar will be kept on file and made available upon site visit by DPH.</p>
	<p>2.1 c Subcontractor will conduct trainings and obtain sign-in sheets and post-tests; Primary contractor will be provided with original documentation.</p>	<p>7/1/ 2015 – 6/30/16</p>	<p>2.1c Documents (i.e.; Sign-in sheets) will be kept on file and number reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>
<p>3.1 By June 30, 2016, For the F5LA Grant, Contractor (and Subcontractor) will provide technical assistance to <b>XXX</b> cases referred by community-based enrollment staff on</p>	<p>3.1a Develop and maintain tracking system (e.g. log, or files) to track assistance given to community-based enrollment staff</p>	<p>7/1/2015-6/30/16</p>	<p>3.1a Documentation (e.g. contact e-mails and correspondences) to be kept on file and reported in monthly reports to DPH.</p>

Contractor: TRAINING CONTRACTOR XX  
 Contract # PH-00XXXX-N

### Scope of Work

#### Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

Fiscal Year 2015-2016

**Goal No. 1:** To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

**Goal No. 2:** To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
clients experiencing complex enrollment, utilization or retention issues.			
By June 30, 2016, for the DHCS Grant, Contractor (and Subcontractor) will provide technical assistance to an <b>additional XXX</b> cases referred by CHOI contracted agencies and other County staff and contractors who are part of the DHCS grant.			
4.1 By June 30, 2016, 100% of the trainees will receive training manuals and/or educational pamphlets/information sheets.	4.1 Provide training manuals and/or education pamphlets/information sheets and maintain log.	7/1/2015-6/30/16	4.1 Documents (i.e. curricula) will be kept on file and number of participants receiving Training Manual and/or pamphlets/information sheets will be reported in monthly reports to DPH.
4.2 June 30, 2016, Contractor and Subcontractor will follow-up with all training participants who score below 80% on post-tests (10 questions).	4.2a Administer post-test and maintain score log.	7/1/2015-6/30/16	4.2a Post-test documents will be kept on file and scores shall be written on the post-test. Number of participants scoring 80% or higher shall be reported in monthly reports to DPH.
	4.2b Provide trainees who score below 80% on post test an opportunity to review with trainer each missed test questions in person or via phone.	7/1/2015-6/30/16	4.2b Trainee re-contact results on file (track in Access Database) and reported in monthly reports to DPH.
5.1 June 30, 2016, Primary contractor and Subcontractor will participate in <b>80%</b> of the monthly Community Health Coverage: Outreach, Enrollment, Retention and Utilization contractor meetings.	5.1 Attend contractor monthly meeting.	7/1/ 2015 - 6/30/16	5.1 Maintain meeting minutes and document name of individual(s) attending monthly meeting in monthly reports to DPH.
	6.1 Contractor shall work with DPH for	7/1/2015-	6.1 Maintain all materials/tools, records of

Contractor: TRAINING CONTRACTOR XX  
 Contract # PH-00XXXX-N

### Scope of Work

#### Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

Fiscal Year 2015-2016

**Goal No. 1:** To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

**Goal No. 2:** To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
6.1 By June 30, 2016, Contractor and Subcontractor will participate in 100% of the Countywide Community Health Coverage Outreach, Enrollment, Retention and Utilization evaluation required activities.	compilation of data, scores, and review of training efforts.	6/30/16	workload reports, enrollment figures and follow-up data on file. All materials and data shall be made available upon site visit.
7.1 By June 30, 2016, Contractor will conduct 100% of the Quality Improvement Plan (QIP) activities.	7.1a Develop/Update and maintain a QIP describing a process for ensuring continual progress toward measurable objectives in five distinct areas: 1) increasing participant knowledge, 2) assuring trainer quality and participant satisfaction, 3) maintaining training curriculum and materials, 4) organizing training logistics and 5) assuring collaboration.	8/1/2015 - 6/30/16	7.1a Submit QIP to DPH for approval. Letters of QIP approval will be maintained on file. Material to be available for random sampling and auditing by DPH.
	7.1b Conduct QIP activities	8/1/2015 - 6/30/16	7.1b Document QIP appropriate activities in monthly reports to DPH.
8.1 By June 30, 2016, Contractor will ensure that 100% of funded staff (contractor and subcontractor) participates in the Medi-Cal Administrative Activities (MAA) reimbursement program.	8.1 Schedule contractor staff members for DPH MAA training(s).	As scheduled	8.1 Verification of MAA training for contractor staff members will be kept on file.
	Ensure that contractor staff members attend DPH MAA training(s).	As scheduled	A listing of trained staff and a copy of training materials will be kept on file.
	Ensure that contractor staff members complete MAA time survey(s) as required by the State.	ongoing	A copy of time survey forms will be kept on file.
Contractor and subcontractor staffs funded through this County agreement will attend MAA trainings as			

Contractor: TRAINING CONTRACTOR XX.  
 Contract # PH-00XXXX-N

### Scope of Work

#### Training and Technical Assistance: Children's Health Outreach, Enrollment, Utilization and Retention Services FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

Fiscal Year 2015-2016

**Goal No. 1:** To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children, families and individuals, and how to help families and individuals enroll in, utilize and retain health coverage.

**Goal No. 2:** To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
scheduled and complete MAA time survey(s) as required by the State.	Monitor staff's timely completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.	ongoing	A copy of time survey forms, time cards, and time card correction forms will be kept on file.
	Approve MAA time surveys; submit the following to DPH: the survey form with employee time card and time card correction form attached, DPH approved outreach and health education materials, and a written attestation confirming correctness of recorded time survey activities and time expended.	ongoing	A copy time survey forms, time cards, time card correction forms, outreach and health education materials, and written attestation document will be kept on file.
	Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).	ongoing	Meeting agendas and notes will be kept on file.
	Participate in MAA audit, as scheduled by State and federal agencies.	ongoing	A copy of time survey forms, time cards, time card correction forms, and outreach and health education materials will be kept on file; contractor staff members will be available for interviews during audit period.

Contractor: IT CHOI Database Contractor XXXContract #: PH-00XXXX-N

## Scope of Work

Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2015-2016

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
<b><u>PHASE I – REMEDIATION OF CURRENT APPLICATION DEFECTS</u></b>  1.1 By June 30, 2016 Contractor will provide a list of existing and new defects to the Public Health Information Systems (PHIS) Application Developer (developer) in order to maintain performance and continue to improve long term stability of the Children's Health Outreach Initiatives (CHOI) Internet-based data collection and reporting system.	1.1a Review existing and newly discovered defects.	By 7/07/15	1.1a Maintain on file a list of existing and newly discovered and completed defects. (use Project management software tool)
	1.1b Convey CHOI system defects requests to the PHIS developer to ensure understanding of defects and desired resolution.	By 9/15/15	1.1b Communicate defects to developer and maintain a file of PHIS developer correspondence.
	1.1c Work with PHIS developer to review and correct/fix outstanding defects to avoid system errors and miscalculated reports.	Ongoing	1.1c Maintain a file of PHIS developer correspondence regarding changes. (use Project management software tool)
	1.1d Track progress of defects of CHOI system in PHIS project management software and provide monthly progress reports to CHOI Program and necessary PHIS management staff.	Ongoing	1.1d Maintain on file monthly progress reports of CHOI system defects' development.

Contractor: IT CHOI Database Contractor XXXContract #: PH-00XXXX-N

## Scope of Work

Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2015-2016

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
<b><u>PHASE II – EXPANDING THE REPORTING CAPABILITIES OF THE CURRENT SYSTEM</u></b>  2.1 By June 30, 2016, Contractor will provide PHIS developer with suggestions for improving CHOI contracted agencies, other County staff and County contractors funded by the DHCS grant (users) data entry productivity through screen navigation enhancements.	2.1a Discuss navigation improvements with contracted agencies and other County staff and County contractors funded by the DHCS grant (users).	By 10/1/15	2.1a Maintain a file of CHOI agencies, other County staff and County contractors' correspondence regarding navigation improvements.
	2.1b Discuss, and support developer with the specifications for new navigations paths and interim screens that will enhance and increase the user's productivity.	By 2/28/16	2.1b Maintain a file of updated specifications and developer correspondence regarding changes.
	2.1c Provide and support developer with the specifications for new navigation ideas/screen modifications needed.	By 2/28/16	2.1c Maintain a file of developer correspondence regarding changes.
	2.1d. Track progress of improvements and provide a progress report to CHOI Program and necessary PHIS management staff.	Ongoing	2.1d Maintain a copy of the progress report on file.



Contractor: IT CHOI Database Contractor XXXContract #: PH-00XXXX-N

## Scope of Work

Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2015-2016

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
3.1 By June 30, 2016, Contractor will add system administration features and improve configurability of the application as well as increase the CHOI contracted agencies' and other DHCS grant-funded County and contracted agency staff's ability to be self-reliant.	3.1a Provide and support PHIS developer with the specifications for administration screens that will allow CHOI agency staff and other DHCS grant-funded County and contracted agency staff to control the drop down content of master tables independently.	By 3/31/16	3.1a Maintain on file updated specifications for new administrative screens and CHOI/developer correspondence regarding changes
	3.1b Notify CHOI contracted agencies and other DHCS grant-funded County and contracted agency staff of updates and availability of the CHOI data system.	By 3/31/16	3.1b Maintain on file updated CHOI Agencies/DCHS grant County Staff and Contractors/developer correspondence regarding changes.
	3.1c. Track monthly progress of screen development and submit progress monthly report to CHOI Program staff.	Ongoing	3.1c Maintain progress report on file.

Contractor: IT CHOI Database Contractor XXXContract #: PH-00XXXX-N

## Scope of Work

Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2015-2016

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
4.1 By June 30, 2016, Contractor will inform CHOI Program staff, CHOI contracted agencies and DHCS grant-funded County staff and contractors on the updated CHOI data-based system.	4.1a Assist CHOI Program staff in the development of informational presentations regarding the updated CHOI data system.	Ongoing	4.1a Maintain on file CHOI Program correspondence regarding informational presentation development.
	4.1b Provide technical assistance via phone, email and/or on-site, as needed, to the CHOI contracted agencies and other DHCS grant-funded County staff and contractors regarding the use of and reporting capabilities of the CHOI data system.	Ongoing	4.1b Maintain on file a log of CHOI contracted staff and other DHCS grant-funded County staff and contractors that received technical assistance.
	4.1c Document progress of activities in monthly reports and provide to CHOI Program staff.	Ongoing	4.1c Maintain on file monthly reports.
		Ongoing	

Contractor: IT CHOI Database Contractor XXXContract #: PH-00XXXX-N

## Scope of Work

Information Technology and Training Services: Children's Health Outreach, Enrollment, Utilization and Retention Services  
FIRST 5 LA GRANT AND DHCS MEDI-CAL OUTREACH AND ENROLLMENT GRANT

## Fiscal Year 2015-2016

Goal 1: To add features and enhancements needed to complete, improve, and maintain the Internet-based CHOI data collection and reporting system and provide data system user training to Department of Public Health contracted staff and other DHCS grant-funded County staff and contracted staff.

**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

Measurable Objective(s)	Implementation Activities	Timeline	Method(s) Of Evaluating Objectives and Documentation
4.2 By June 30, 2016, Contractor will conduct trainings for CHOI Program staff, CHOI contracted agencies and other DHCS grant-funded County staff and contracted agency staff on improved specification, system, navigations and new reporting capabilities.	4.2a Develop written instructional guides for trainings and submit to CHOI Program staff.	Ongoing	4.2a Maintain on file training instructional guides.
	4.2b Conduct hands-on and/or web-based training to CHOI contracted agency staff and other DHCS grant-funded County staff and contracted staff on the CHOI data system in a classroom setting. Submit sign-in sheet to CHOI Program staff.		4.2b Maintain on file sign-in sheets.

## SCHEDULE

## AGENCY XXX

## CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES

California Department of Health Care Services (DHCS) Medi-Cal Outreach and Enrollment Grant

Budget Period  
July 1, 2014  
through  
June 30, 2015

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ <u>X</u>
Total Full-Time Salaries and Employee Benefits	\$ <b>X</b>
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ <u>X,XXX</u>
Total Part-Time Salaries and Employee Benefits	\$ <b>XX,XXX</b>
Total Salaries and Employee Benefits	\$ <b>XX,XXX</b>
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ <u>X,XXX</u>
TOTAL PROGRAM BUDGET	\$ <b>XX,XXX</b>

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.

## SCHEDULE

## AGENCY XXX

TRAINING AND TECHNICAL ASSISTANCE: CHILDREN'S HEALTH OUTREACH,  
ENROLLMENT, UTILIZATION AND RETENTION SERVICESCalifornia Department of Health Care Services (DHCS) Medi-Cal Outreach  
and Enrollment GrantBudget Period

July 1, 2014

through

June 30, 2015

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ <u>X</u>
Total Full-Time Salaries and Employee Benefits	\$ <b>X</b>
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ <u>X,XXX</u>
Total Part-Time Salaries and Employee Benefits	\$ <b>XX,XXX</b>
Total Salaries and Employee Benefits	\$ <b>XX,XXX</b>
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ <u>X,XXX</u>
TOTAL PROGRAM BUDGET	\$ <b>XX,XXX</b>

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.

## SCHEDULE

## AGENCY XXX

INFORMATION TECHNOLOGY AND TRAINING SERVICES: CHILDREN'S HEALTH  
OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICESCalifornia Department of Health Care Services (DHCS) Medi-Cal Outreach  
and Enrollment Grant

Budget Period  
July 1, 2014  
through  
June 30, 2015

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ X
Total Full-Time Salaries and Employee Benefits	\$ X
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ X,XXX
Total Part-Time Salaries and Employee Benefits	\$ XX,XXX
Total Salaries and Employee Benefits	\$ XX,XXX
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ X,XXX
TOTAL PROGRAM BUDGET	\$ XX,XXX

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.

**SCHEDULE****AGENCY XXX****CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES****California Department of Health Care Services (DHCS) Medi-Cal Outreach and Enrollment Grant**

Budget Period  
 July 1, 2015  
 through  
June 30, 2016

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ X
Total Full-Time Salaries and Employee Benefits	\$ X
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ X,XXX
Total Part-Time Salaries and Employee Benefits	\$ XX,XXX
Total Salaries and Employee Benefits	\$ XX,XXX
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ X,XXX
<b>TOTAL PROGRAM BUDGET</b>	<b>\$ XX,XXX</b>

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.

**SCHEDULE****AGENCY XXX****TRAINING AND TECHNICAL ASSISTANCE: CHILDREN'S HEALTH OUTREACH,  
ENROLLMENT, UTILIZATION AND RETENTION SERVICES****California Department of Health Care Services (DHCS) Medi-Cal Outreach  
and Enrollment Grant**

Budget Period  
July 1, 2015  
through  
June 30, 2016

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ X
Total Full-Time Salaries and Employee Benefits	\$ X
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ X,XXX
Total Part-Time Salaries and Employee Benefits	\$ XX,XXX
Total Salaries and Employee Benefits	\$ XX,XXX
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ X,XXX
<b>TOTAL PROGRAM BUDGET</b>	<b>\$ XX,XXX</b>

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.



## SCHEDULE

## AGENCY XXX

INFORMATION TECHNOLOGY AND TRAINING SERVICES: CHILDREN'S HEALTH  
OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICESCalifornia Department of Health Care Services (DHCS) Medi-Cal Outreach  
and Enrollment Grant

Budget Period  
July 1, 2015  
through  
June 30, 2016

Full-Time Salaries	\$ X
Employee Benefits @ <b>XX%</b>	\$ X
Total Full-Time Salaries and Employee Benefits	\$ X
Part-Time Salaries	\$ XX,XXX
Employee Benefits @ <b>XX%</b>	\$ X,XXX
Total Part-Time Salaries and Employee Benefits	\$ XX,XXX
Total Salaries and Employee Benefits	\$ XX,XXX
Operating Expenses	\$ XXX
Equipment	\$ XXX
Rent	\$ X
Subcontracts	\$ X
Indirect Cost @ <b>10%</b> of Salaries	\$ X,XXX
TOTAL PROGRAM BUDGET	\$ XX,XXX

Per Paragraph 4, Section C and Paragraph 6, Section A of the Children's Health Outreach, Enrollment, Utilization and Retention Services Contract, during the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his designee. Funds shall only be utilized for eligible program expenses.

# DHCS Medi-Cal Outreach and Enrollment Grant

Attachment C

## List of Contracted Agencies

DEPARTMENT OF PUBLIC HEALTH - CHILDREN'S HEALTH OUTREACH INITIATIVES (CHOI) PROGRAM				
Agency Name	Service Planning Area	Supervisory District	Total Contract Augmentation Amount (2 Years)	Yearly Amount of Augmentation
Human Services Association (HSA)	7	1,4	\$92,100.00	\$46,050.00
Community Health Councils (CHC)	6,8	2,4	\$133,584.30	\$66,792.15
Northeast Valley Health Corp. (NEVHC)	2	3,5	\$95,247.90	\$47,623.95
Long Beach Health and Human Services Agency (LB)	8	4	\$75,055.80	\$37,527.90
Maternal and Child Health Access (MCHA)	3,4,6,7	all	\$134,854.00	\$67,427.00
Saint Francis Medical Center/Lynwood (SFMC)	7	1,4	\$67,923.60	\$33,961.80
Pasadena Department of Public Health (PAS)	3	5	\$40,100.00	\$20,050.00
Citrus Valley Health Partners (CVHP)	3	1,5	\$111,600.00	\$55,800.00
Dignity Health dba CA Hospital Medical Center (CHMC)	4,6	1,2,3	\$107,665.20	\$53,832.60
Child and Family Guidance Center (CFGF)	2	3,5	\$69,004.20	\$34,502.10
Crystal Stairs (CS)	8	2,4	\$95,071.80	\$47,535.90
Venice Family Clinic (VFC)	5	2,3	\$59,100.00	\$29,550.00
Asian Pacific Health Care Venture (APHCV)	3,4	all	\$105,570.30	\$52,785.15
Valley Community Clinic (VCC)	2	3,5	\$70,047.90	\$35,023.95
Los Angeles Unified School District (LAUSD)	2,3,4,5,6, 7, 8	all	\$54,075.00	\$27,037.50
IT/CHOI DATABASE ADMIN - Computer Therapy, LLC	N/A	N/A	\$24,000.00	\$12,000.00
TRAINING - Maternal and Child Health Access	N/A	N/A	\$60,000.00	\$30,000.00
<b>TOTALS</b>			<b>\$1,395,000.00</b>	<b>\$697,500.00</b>

# DHCS Medi-Cal Outreach and Enrollment Grant

Attachment C

## List of Contracted Agencies

DEPARTMENT OF PUBLIC HEALTH - SUSTANCE ABUSE PREVENTION AND CONTROL				
Agency Name	Service Planning Area	Supervisory District	Total Contract Augmentation Amount (2 Years)	Yearly Amount of Augmentation
Tarzana Treatment Centers	1	5	\$164,912.00	\$82,456.00
San Fernando Valley Community Mental Health Center	2	3	\$164,912.00	\$82,456.00
Prototypes	3	1, 5	\$164,914.00	\$82,457.00
Homeless Health Care	4	1, 3	\$164,914.00	\$82,457.00
Didi Hirsch Community Mental Health Center	5	2	\$164,914.00	\$82,457.00
Special Service For Groups	6	2	\$164,914.00	\$82,457.00
California Hispanic Commission on Alcohol Drug Abuse	7	1	\$164,914.00	\$82,457.00
Behavioral Health Services	8	2, 4	\$164,912.00	\$82,456.00
<b>TOTALS</b>			<b>\$1,319,306.00</b>	<b>\$659,653.00</b>

DEPARTMENT OF MENTAL HEALTH				
Agency Name	Service Planning Area	Supervisory District	Total Contract Amount (2 Years)	Yearly Amount of Augmentation
Health Advocates	1,2,3,7	1,2,3,4,5	\$499,050.00	\$249,525.00
Mental Health Advocacy Services, Inc.	4,5,6,8	1,2,3,4,	\$499,050.00	\$249,525.00
<b>TOTALS</b>			<b>\$998,100.00</b>	<b>\$499,050.00</b>

# **Attachment D**

## **Department of Public Health**

### **Medi-Cal Outreach and Enrollment Assistance**

#### **Contract Template**

**CONTRACT BODY (CB)**

i

17C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).....	XX
17D. Whistleblower Protections .....	XX
17E. Most Favored Public Entity.....	XX
17F. Compliance with County's Child Wellness Policy.....	XX
17G. Special Reports.....	XX
17H. Board of Directors and Advisory Board.....	XX
17I. Staffing.....	XX
17J. Evaluation of Services.....	XX
17K. Automated Los Angeles County Participant Reporting System (LACPRS).....	XX
17L. Tobacco-Free Environment and Tobacco Awareness.....	XX
17M. Drug Free Work Place.....	XX
17N. Human Immunodeficiency Virus ("HIV")/Acquired Immune Deficiency Syndrome ("AIDS") Education and Training.....	XX
17O. Messages Regarding the Unlawful Use of Alcohol and Other Drugs.....	XX
17P. Nondiscrimination and Institutional Safeguards for Religious Providers.....	XX
17R. Definitions.....	XX
18. Construction .....	XX
19. Conflict of Terms .....	XX
20. Contractor's Offices.....	XX
21. Notices .....	XX

#### **ADDITIONAL PROVISIONS (AP)**

22. Administration of Contract.....	XX
23. Assignment and Delegation .....	XX
24. Authorization Warranty.....	XX
25. Budget Reduction.....	XX
26. Contractor Budget and Expenditures Reduction Flexibility.....	XX
27. Complaints.....	XX
28. Compliance with Applicable Law .....	XX
29. Compliance with Civil Rights Law .....	XX

30.	Compliance with the County's Jury Service Program.....	XX
31.	Conflict of Interest .....	XX
32.	Consideration of Hiring Gain/Grow Program Participants .....	XX
33.	Contractor Responsibility and Debarment.....	XX
34.	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	XX
35.	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	XX
36.	County's Quality Assurance Plan .....	XX
37.	Service Delivery Site – Maintenance Standards .....	XX
38.	Rules and Regulations .....	XX
39.	Damage to County Facilities, Buildings or Grounds .....	XX
40.	Employment Eligibility Verification.....	XX
41.	Facsimile Representations .....	XX
42.	Fair Labor Standards.....	XX
43.	Fiscal Disclosure .....	XX
44.	Contractor Performance During Civil Unrest or Disaster .....	XX
45.	Governing Law, Jurisdiction, and Venue .....	XX
46.	Independent Contractor Status .....	XX
47.	Licenses, Permits, Registrations, Accreditations, Certificates.....	XX
48.	Nondiscrimination in Services .....	XX
49.	Nondiscrimination in Employment .....	XX
50.	Non-Exclusivity.....	XX
51.	Notice of Delays .....	XX
52.	Notice of Disputes .....	XX
53.	Notice to Employees Regarding the Federal Earned Income Credit .....	XX
54.	Notice to Employees Regarding the Safely Surrendered Baby Law .....	XX
55.	Prohibition Against Inducement or Persuasion.....	XX
56.	Prohibition Against Performance of Services While Under the Influence .....	XX
57.	Public Records Act.....	XX

58. Purchases .....	XX
59. Real Property and Business Ownership Disclosure .....	XX
60. Reports.....	XX
61. Recycled Content Bond Paper.....	XX
62. Solicitation of Bids or Proposals.....	XX
63. Staffing and Training/Staff Development.....	XX
64. Subcontracting .....	XX
65. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	XX
66. Termination for Convenience .....	XX
67. Termination for Default.....	XX
68. Termination for Gratuities and/or Improper Consideration .....	XX
69. Termination for Insolvency .....	XX
70. Termination for Non-Appropriation of Funds .....	XX
71. Time Off for Voting .....	XX
72. No Intent to Create a Third Party Beneficiary Contract .....	XX
73. Unlawful Solicitation .....	XX
74. Validity.....	XX
75. Waiver .....	XX
76. Warranty Against Contingent Fees .....	XX
77. Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	XX
78. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	XX



## STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

## UNIQUE EXHIBITS

- Exhibit G – Charitable Act Compliance

Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE**

THIS CONTRACT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2014,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County")

and

\_\_\_\_\_  
(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's  
health; and

WHEREAS, California Health and Safety Code Section 101000 requires  
County's Board to appoint a County Health Officer, who is also the Director of County's  
Department of Public Health ("DPH" or "Department"), to provide services directed  
toward the prevention or mitigation of communicable and infectious diseases within the  
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of  
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to  
contract for these services, and

WHEREAS, this Contract is contemplated and authorized by Division 10.5 of the California Health and Safety Code commencing with Section 11750; Title 9 of the California Code of Regulations ("CCR"), Division 4; Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 42, United States Code, Section 300x-21 et seq.; Title 45, Code of Federal Regulations (CFR), Part 96 SAPT Block Grant regulations; Title 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Data; Title 42 CFR Part 54, Charitable Choice Regulations, ADP Bulletin 04-5 and Attachments; 42 C; Title 21, CFR Part 1300, et seq.; Title 42, CFR Part 8; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C); Title 45, CFR Part 84, Americans With Disabilities Act; Public Safety Realignment Act-Assembly Bills 109 and 117; and

WHEREAS, the terms "SAPC" and "State", as used in this Contract, refer to County's Substance Abuse Prevention and Control ("SAPC") and the California State department ("State") with rule-making and funding authority for funds for substance use disorder, respectively; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any

word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work  
Exhibit B – Scope of Work (Intentionally Omitted)  
Exhibit C – Budget(s)  
Exhibit D – Contractor's EEO Certification  
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement  
Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify SAPC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to SAPC at the address herein provided in Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than

the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

D. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, Notices.

E. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

##### 5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or

B elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the budget(s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

E. Billings shall be submitted directly to DPH-SAPC, using the billing system set up for the purpose of billing and reimbursement for substance abuse services.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within forty-five (45) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.



Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold payment to Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such

deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payment to Contractor for amounts due to County resulting from cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current Contract(s) or any prior Contract(s) between the County and Contractor. The withheld payments will be used to pay amounts due to the County. Any remaining withheld payment will be made to the Contractor accordingly.

(6) County may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its

intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may increase or decrease funding ; and make corresponding service adjustments, at the discretion of the Director. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any

modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; annually adjust each CASC contractor's fee-for-service reimbursement rate(s) up to 10 percent above or below the existing rate, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each

budget, as reflected in Exhibit C, consistent with the existing scope of services, and make changes consistent with the existing scope of services, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability



policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health  
Contract Monitoring Unit

5555 Ferguson Drive, Suite 210  
Commerce, California 90022  
Attention: Chief Contract Monitoring Unit

and

County of Los Angeles – Department of Public Health  
Substance Abuse Prevention and Control  
Contract Services Division  
1000 South Fremont Avenue  
Building A-9 East, Third Floor  
Alhambra, California 91803  
Attention: Contract Monitoring Section

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance

coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence:

\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor



considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted

accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This

requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of

federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such

audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing

by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (“U.S.C.”) Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County’s representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.



H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST  
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying

firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A  
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED  
TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native

language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

17E. MOST FAVORED PUBLIC ENTITY:

If the Contractor’s prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

17F. COMPLIANCE WITH COUNTY’S CHILD WELLNESS POLICY: This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

17H. SPECIAL REPORTS:

A. Contractor shall submit directly to the State of California the following reports monthly:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report

("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the State of California. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon submission by Contractor of all delinquent reports to the State, including any withheld payments.

B. Contractor shall submit to the SAPC the following reports monthly:  
For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System, admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Contract, or provide and transmit such data electronically to SAPC.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.



17I. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator

regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

17J. STAFFING:

A. Recruitment and hiring of staff: Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the SOW incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

B. Training: Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Contract period. For treatment staff, training received through State -approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Contract period of less than a full fiscal year. All training received during the term of this Contract shall be included in the personnel file of all administrative and service staff employed by Contractor.

C. Staff certification and licensing: Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

1. Detoxification Services: If detoxification services are provided hereunder, all staff providing direct services to program participants shall

receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Contract, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

D. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 22, ADMINISTRATION OF CONTRACT, Subparagraph D, Background and Security Investigations, prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified

by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Department of Public Health ("DPH") and, if the youth program is funded by the Probation Department, by Probation Department. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

(4) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

E. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include

this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

F. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

17K. EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments (Specific Services to be Provided and Service Definitions, Standards of Care), and incorporated herein by reference.

A. As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the Los Angeles County Participant Reporting System (LACPRS) for both admission and discharge information reported on participants; the reporting of services received by selected

participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

B. Contractor will participate in the Los Angeles County Evaluation System (LACES) or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting, standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Contract may be terminated by County.

17L. AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM (LACPRS):

Contractor shall participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor

will enter client information and services provided to each client directly into the County LACPRS via Internet or data exchange. In order to access LACPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

17M. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Contract, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.



D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

17N. DRUG FREE WORK PLACE:

Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;

(2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both, and Contractor may be ineligible for future County Contracts if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

170. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING:

Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall attend meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.), when required. The resource person shall ensure staff and clients are aware of such training and educational opportunities.

E. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended

changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

F. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through the State of California -approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

G. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

H. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

I. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

J. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

17P. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS:

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

17R. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS:

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same

basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

17S. DEFINITIONS: The terms herein are used throughout this Contract and are defined as follows:

- A. The term "participant" shall be used interchangeably with the terms "client", "patient", and "resident", unless otherwise noted.

B. The term "substance use disorder" shall be used interchangeably with the terms "alcohol and drugs", "alcohol and other drugs", and "substance abuse", unless otherwise noted.

C. The term "fiscal year", refers to County's fiscal year period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_ Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile (FAX) number is (\_\_\_\_) \_\_\_\_\_, and electronic Mail (e-mail) address is \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.



21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Substance Abuse Prevention and Control  
Adult Treatment & Recovery Division  
1000 South Fremont Avenue, A-9 East, 3<sup>rd</sup> Floor  
Alhambra, California 91803

Attention: Division Director

- (2) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-West  
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review,

which may include, but shall not be limited to, criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of

County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional

fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported



by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with

the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service

Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S  
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD  
SUPPORT COMPLIANCE PROGRAM:



A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and

Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or

regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall

retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising

under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers'

Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and

State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.



Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. **NONDISCRIMINATION IN EMPLOYMENT:**

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of

physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED  
BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE  
UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD

RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:



A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond

paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder.

Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an

explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be

construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF

TERMS and ALTERATION OF TERMS Paragraphs of the body of this Contract, and all of the provisions of the ADDITIONAL PROVISIONS.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:



Failure of the Contractor to maintain compliance with the requirements set forth in this Additional Provisions, Paragraph 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Additional Provisions, Paragraph 68, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with base Contract, Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Additional Provisions, Paragraph 46, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether

Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

73. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
JOHN F. KRATTLI  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division  
#02832

**AGENCY NAME**

**STATEMENT OF WORK**

**Community Assessment and Services Center Program**

**Medi-Cal Outreach and Enrollment Assistance Project**

**A. SERVICE MODALITY**

Funding provided under this Statement of Work (SOW) shall cover the following service modality to provide Medi-Cal Outreach and Enrollment Assistance:

1. Community Assessment and Services Center Med-Cal Outreach and Enrollment Assistance (MOEA) Project.

**B. DEFINITIONS**

1. Community Assessment and Services Center (CASC)
  - a. CASC are services which include the following: utilization of a standardized and computerized/ automated substance abuse assessment, screening, intake, brief intervention, and referral system; collaborative and cooperative linkages with public and private social and health service providers; screen, intake, assessment, and referrals to substance abuse residential or non-residential treatment services or other ancillary services, such as mental health, primary health care, domestic violence and Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) resources; development and maintenance of participant related ancillary resources directory; outreach to and networking with service providers and County residents; and maintaining collaborative and cooperative linkages with other resources to support increased access to a comprehensive range of specific services needed by each program participant.
2. Medi-Cal Outreach and Enrollment Assistance (MOEA)
  - a. MOEA activities: 1) Outreach involves promoting public awareness and informing consumers about their options to obtain affordable health coverage through Medi-Cal; 2) Screening involves one-on-one assistance with identifying individuals who are potentially eligible to apply for Medi-Cal through verification of income and other eligibility criteria; and 3) Enrollment Assistance involves assisting eligible individuals with gathering all necessary documentation and providing guidance and a warm hand-off to a designated Department of Public Social Services (DPSS) liaison to complete a Medi-Cal application.

**C. PERSONS TO BE SERVED**

1. Persons to be provided services under this Statement of Work are individuals, or participants, residing in Los Angeles County, ages 18-64, including patients already enrolled or those seeking

admissions to SUD treatment programs contracted by Substance Abuse Prevention and Control (SAPC). The CASC will: 1) conduct outreach activities with patients currently enrolled and/or those individuals seeking admissions to SUD treatment services contracted by SAPC; 2) screen these patients for Medi-Cal eligibility; and 3) assist potential Medi-Cal eligibles through guidance and a warm hand off to DPSS to complete an application.

2. For purposes of this Exhibit, "Medi-Cal eligibility" is defined as those newly eligible adults without children, ages 18-64, who are under 138 percent of the federal poverty level, and are citizens or legal California residents for (5) or more years.
3. Unless a specific special population(s) is identified, MOEA services will be provided to men and women without children, and to all ethnic and special population groups.
4. Specific special population(s) to be served: The primary priority populations to be served are persons having SUD service needs. This population will overlap with the other priority populations since persons with SUD service needs may have the following characteristics: mental health disorders; homelessness; young men of color (particularly African Americans and Latinos); persons in county jails or state prison; on state parole, on county probation, or under post-release community supervision; families of mixed immigration status; and people with limited English proficiency.
5. Services will be made available to males   X   females   X  .
6. Services will be made available to the following age group(s):   18 to 64 years  .

#### **D. SERVICES/ACTIVITIES**

1. Services/Activities to be provided under this SOW include: 1) conduct outreach activities with patients currently enrolled and/or those individuals seeking admissions to SUD treatment services contract by SAPC; 2) screen these patients for Medi-Cal eligibility; and 3) assist potential Medi-Cal eligibles through guidance and a warm hand off to DPSS to complete an application.
  - a. The CASC outreach worker will connect each patient to a DPSS eligibility worker to complete a Medi-Cal application through motivational coaching, assistance in compiling required documents, obtaining transportation, and ensuring the successful hand off to DPSS.
  - b. SAPC project coordinator and CASCs outreach workers will comply with State grant requirements on compiling performance and process data on a monthly basis and submitting reports to the DPH lead coordinator on a quarterly basis, or as otherwise instructed by the State. Performance measures may include:
    - Number of community outreach activities conducted by category (community events, presentations to community groups, outreach to individual members of priority populations).
    - Number of persons receiving outreach services.
    - Number of persons screened for Medi-Cal eligibility (by priority populations).
    - Number of approved applications (by priority populations).

**E. SPECIFIC WORK AND PERFORMANCE REQUIREMENTS**

1. Contractor shall provide services in accordance with the following:
  - a) Rates, Allocations per Statement of Work, and Contract Maximum Obligation, as described in Exhibit B of this Contract. Contractor shall also be reimbursed by staff hour rates in the attached Schedule for staffing approved and designated CASC sites, including the co-location of CASC staff at mandated DPSS sites.
  - b) Definition of Services not attached but included herein by reference;
  - c) Specific Services/Activities to be Provided are described in Section D;
  - d) Any and all procedures formulated and adopted by Contractor, and approved by SAPC Director;
  - e) CASC collects data on a monthly basis, compile performance and process data into a quarterly report, and submit reports to DPH lead project coordinator by required deadlines (10<sup>th</sup> day of each month).
2. Best Practices

Contractor is required to comply with the Department of Health Care Services (DHCS) MOAE grant requirements and best practices for reaching individuals with SUD. This population has historically demonstrated difficulties in enrolling in public benefits due to the instability of their living situations, temporary or permanent cognitive impairments due to their substance use, lack of reliable transportation, and other lifestyle challenges related to poverty and substance use.

CASC Non-compliance of best practices may constitute a breach of contract, and may result in a funding reduction up to and including contract termination. This includes assessment and screening practices and cultural competence, that are specific to gender, age, or other groups categorized under substance use services for co-occurring substance use/mental health disorders.

Failure to comply with the DHCS MOEA grant goals and objectives such as systematically conducting Medi-Cal eligibility outreach, screening, and application support services for persons needing SUD services may result in a funding reduction up to and including contract termination.

Underutilized funds may be redirected to CASC in other Service Planning Area where there is a higher need for MOAE.

**F. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION**

Contractor shall provide services at, or administer services out of, the facility(ies) listed in CASC Program (MOEA), Facility Directory Attachment 1.

**G. QUALITY ASSURANCE PLAN**

The SAPC y will evaluate the CASC Contractor's performance under the DHCS MOEA Project as required by the DHCS. The MOEA Project deliverables, goals, and objectives shall be met as proposed and within the timeframe. In addition to this Statement of Work, CASC Contractor shall comply with the following additional requirements.

1. Attend SAPC MOEA Project Meetings, conference calls, and training sessions.

Contractor is required to attend the scheduled regular meetings set up by SAPC's Program Manager or designee.

2. County Observations.

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**H. QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to, the following:

1. Method of monitoring to ensure that Contract requirements are being met;
2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

AGENCY NAME

SCHEDULE \_\_\_\_\_

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES**(Medi-Cal Outreach and Enrollment Assistance Project)****FEE-FOR-SERVICE STAFF HOUR:**

	Period of (07/01/14- 06/30/15)	Period of (07/01/15- 06/30/16)
1. Units of Service (Staff Hour)	_____	_____
2. Maximum Allocation	\$ _____	\$ _____
3. Projected Revenue	\$ _____	\$ _____
4. Projected Total Gross Program Cost (Item 2 plus Item 3)	\$ _____	\$ _____
5. Projected Gross Program Cost per Staff Hour (Item 4 divided by Item 1)	\$ _____	\$ _____
6. Fee-for-Service Rate per Staff Hour (Item 2 divided by Item 1)	\$ _____	\$ _____
7. Maximum Monthly Amount/Allocation (Item 2 divided by Number of Months in Period)	\$ _____	\$ _____

Employee position(s) eligible to perform Staff Hours under this SOW and as outlined in the Budget:

_____	_____
_____	_____
_____	_____
_____	_____

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 6, Subparagraph H, and Paragraph 15, Subparagraph I of the CONTRACT.

## AGENCY NAME

### Community Assessment and Services Center Program (Medi-Cal Outreach & Enrollment Assistance)

#### FACILITY DIRECTORY

#### MODALITIES PROVIDED UNDER THIS STATEMENT OF WORK

<input type="checkbox"/> <u>ADFLC</u> - Alcohol and Drug Free Living Center	<input type="checkbox"/> <u>PCM</u> - Perinatal Case Management
<input checked="" type="checkbox"/> <u>CASC</u> - Community Assessment and Service Center	<input type="checkbox"/> <u>PDCH</u> - Perinatal Day Care Habilitative
<input type="checkbox"/> <u>CASC</u> - Community Assessment and Service Center – In-Custody and Community Transitional Unit Services	<input type="checkbox"/> <u>POC</u> - Perinatal Outpatient Counseling
<input type="checkbox"/> <u>DCH</u> - Day Care Habilitative/Day Care Rehabilitative (Intensive Outpatient Services)	<input type="checkbox"/> <u>PRH</u> – Perinatal Residential Habilitative
<input type="checkbox"/> <u>HDC</u> - Homeless Day Care	<input type="checkbox"/> <u>PRT</u> – Perinatal Residential Treatment
<input type="checkbox"/> <u>ICJTS</u> - In-Custody Juvenile Drug Treatment Services (Juvenile Drug Court)	<input type="checkbox"/> <u>PSHC</u> - Perinatal Satellite Housing Center
<input type="checkbox"/> <u>ICSUDTS</u> – In-Custody Substance Use Disorder (SUD) Treatment Services	<input type="checkbox"/> <u>PS</u> – Prevention Services for Youth, Young Adults, and Families (Non-Residential)
<input type="checkbox"/> <u>JPCS</u> - Juvenile Probation Camp Services (In-Custody)	<input type="checkbox"/> <u>RDTX</u> - Residential Medical Detoxification Services
<input type="checkbox"/> <u>MAT</u> - Medication-Assisted Treatment – Medication Administration	<input type="checkbox"/> <u>RS</u> - Residential Services <input type="checkbox"/> Female Offender Program <input type="checkbox"/> MA-Methamphetamine Services
<input type="checkbox"/> <u>MAT</u> - Medication-Assisted Treatment	<input type="checkbox"/> Targeted Outreach for Asian Pacific Islander Communities (CalWORKs)
<input type="checkbox"/> <u>Mental Health Service Act, Prevention and Early Intervention Project (MHSA-PEI) At-Risk Family Services Project (Non-Residential Services)</u>	<input type="checkbox"/> Title IV-E Capped Allocation Demonstration Project (Non-Residential)
<input type="checkbox"/> <u>Mental Health Service Act, Prevention and Early Intervention Project (MHSA-PEI) Early Care and Support for Transition-Age Youth (Non-Residential)</u>	<input type="checkbox"/> TTAS - Training and Technical Assistance Services

Any changes to the Facility Directory require approval by Substance Abuse Prevention and Control's Director, or his designee.

## AGENCY NAME

**Community Assessment and Services Center Program  
(Medi-Cal Outreach & Enrollment Assistance)**

## FACILITY DIRECTORY

<u>Services)</u>	
<input type="checkbox"/> <u>OC/ODFC</u> - Outpatient Counseling <input type="checkbox"/> <u>OJDC</u> - Outpatient Juvenile Drug Court Services <input type="checkbox"/> <u>OCDTRS</u> - Outpatient Drug Court Treatment and Recovery <input type="checkbox"/> MA-Methamphetamine Services	<input type="checkbox"/> Treatment Services for Youth and Young Adults (Non-Residential)
<input type="checkbox"/> OC-HCFP (Homeless CalWORKs Families Project)	<input type="checkbox"/> Treatment Services for Youth and Young Adults (Residential)
<input type="checkbox"/> <u>ONTPD – Outpatient Narcotic Treatment Program Detoxification</u>	<input type="checkbox"/>

**FACILITY ADDRESSES – Use additional pages if needed****Community Assessment and Services Center-Medi-Cal Outreach & Enrollment Assistance**Facility No. 1

Address 1 (Street):  
 Address 2 (Room, suite number):  
 City, State, and ZIP Code:  
 Facility telephone number:  
 Facsimile/FAX number:  
 Facility days and hours of operation:

Facility No. 2

Address 1 (Street):  
 Address 2 (Room, suite number):  
 City, State, and ZIP Code:  
 Facility telephone number:  
 Facsimile/FAX number:  
 Facility days and hours of operation:

Facility No. 3

Address 1 (Street):  
 Address 2 (Room, suite number):  
 City, State, and ZIP Code:  
 Facility telephone number:  
 Facsimile/FAX number:  
 Facility days and hours of operation:

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Any changes to the Facility Directory require approval by Substance Abuse Prevention and Control's Director, or his designee.



**AGENCY NAME**

**Community Assessment and Services Center Program  
(Medi-Cal Outreach & Enrollment Assistance)**

**FACILITY DIRECTORY**

*(List additional sites if needed)*

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE**

**PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation at 45 C.F.R. Data Aggregation" has the same meaning as the term "data aggregation at 45 C.F.R. § 164.501. 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is

the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.

1.14 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

1.16 “Required By Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.

1.17 “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103.

1.18 “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## 2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.



2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

### 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be

deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by

Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

(a) Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

(b) If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate

shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

(c) If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

## 6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or

other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## 8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the



receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## 9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH

### INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

#### 10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

#### 11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## 12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## 13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

#### 14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or

relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

## 16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON

TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate

shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not

Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

#### 19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Sub-paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.



19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business

Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

# **Attachment E**

## **Department of Mental Health**

### **Medi-Cal Outreach and Enrollment Assistance**

#### **Contract Template**

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contract Number

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Provider Number

\_\_\_\_\_  
Vendor Number

Supervisory District: \_\_\_\_\_

Mental Health Service Area(s): \_\_\_\_\_

### **MEDI-CAL OUTREACH AND ENROLLMENT AGREEMENT**

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EXHIBIT(S)

- A. STATEMENT OF WORK
- B. FEE SCHEDULE
- C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- G. FACT SHEET ON "SAFELY SURRENDERED BABY LAW"
- H. CHARITABLE CONTRIBUTIONS CERTIFICATION
- I. EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATE



## **BENEFIT ESTABLISHMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of July, 2014, by and between the County of Los Angeles (hereafter "County"), and \_\_\_\_\_ (hereafter "Contractor")

\_\_\_\_\_  
(hereafter "Contractor")

Business Address:

### **RECITALS**

WHEREAS, County has determined that it is necessary to obtain professional services to provide advocacy services to adults and children with mental disabilities described in this Agreement; and

WHEREAS, Contractor, by virtue of its competence and expertise in the area of benefits establishment assistance services, qualified to provide these professional services; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, ordinances, rules, regulations, guidelines, and directives; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

- A. "Board" means Los Angeles County Board of Supervisors;
- B. "Day (s)" means calendar day(s) unless otherwise specified;
- C. "Director" means County's Director of Mental Health or his authorized designee;
- D. "DMH" means County's Department of Mental Health;
- E. "Fiscal Year" means County's Fiscal Year, which commences July 1 and ends the following June 30;
- F. "State" means the State of California;

/

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM:

A. The term of this Agreement shall commence on July 1, 2014 and shall continue through June 30, 2016.

B. The term of this Agreement may be extended beyond June 30, 2016 provided that: 1) the State of California elects to extend the term of the grant period which funds this Agreement; 2) sufficient funds are available to support this program; and 3) a written amendment is formally approved and executed by both parties to memorialize the extension period.

2. CONTRACTOR ALERT REPORTING DATABASE (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

3. TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

4. IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

(2) Contractor has failed to comply with any of the provisions of Paragraphs 21 (NONDISCRIMINATION IN SERVICES), 22 (NONDISCRIMINATION AND AFFIRMATIVE ACTION), 24 (INDEMNIFICATION AND INSURANCE), 25 (WARRANTY AGAINST CONTINGENT FEES), 26 (CONFLICT OF INTEREST), 29 (DELEGATION AND ASSIGNMENT BY CONTRACTOR), 51 (CERTIFICATION OF DRUG-FREE WORK PLACE), 53 (CHILD SUPPORT COMPLIANCE PROGRAM), 57 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 67 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

(3) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 48 (COUNTY LOBBYISTS), and/or 68 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, then:

(1) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor.

(2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement.

(3) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 45 (PURCHASES), the same shall be immediately returned to County.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 72 (NOTICES).

5. ADMINISTRATION: The Director shall have the authority to administer this Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

6. DESCRIPTION OF SERVICES: Contractor shall provide benefits establishment assistance and advocacy services in the form as described in the Statement of Work (Exhibit A).

7. FINANCIAL PROVISION:

A. General: County agrees to reimburse Contractor during the term of this Agreement for providing benefits establishment assistance in accordance with DMH policies and procedures and all other applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Reimbursement shall be made in accordance with the Fee Schedule (Exhibit B).

B. Contractor shall submit a monthly billing to County which shall include as supporting documentation the monthly report. Each monthly billing shall be submitted within **15 days** after the end of the month in which services were rendered. The monthly billing and subsequent payment shall be made in accordance with County policies and procedures. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of correct and complete billings.

C. In no event shall Contractor be reimbursed under this Agreement for any services provided to any client whose approved referral to Contractor hereunder has been canceled by Director. In such circumstance, County shall not reimburse Contractor hereunder for the particular client after the date Director cancels the client's approved referral.

D. Reimbursement: The Total Contract Amount for the term of this Agreement as described in Paragraph 1 (TERM) shall not exceed (\$\_). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the term of this Agreement. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 72 (NOTICES).

E. Budget Reductions: In the event that the Board adopts, in any Fiscal Year, a County Budget which provides for reductions in County contracts, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that Fiscal

Year and any subsequent Fiscal Years during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

F. No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or termination of this Agreement or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Prohibition Against Private Fee Agreement with DMH Clients: The payments to the Contractor made under this Contract shall be considered full and complete payment for the services provided by the Contractor to DMH Clients, including appeal services for DMH clients whose initial SSI applications have been denied. Eligible DMH Clients are defined in Appendix B – Statement of Work, Section 2.0 – Population to be Served, of the RFP.

Contractor may not enter into any private fee agreements with DMH clients during this contract period.

Failure on the part of the Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until the Board appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this

Agreement during any of County's future Fiscal Years unless and until the Board appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

9. COUNTY SUSPENSION OF PAYMENT FOR DEFAULT: Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Agreement.

A. Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of impending insolvency, Director shall provide Contractor with at least 30 calendar days' notice of such suspension, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

B. Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

C. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final.

10. STAFFING:

A. Contractor shall operate continuously throughout the term of this Agreement with a sufficient number of staff necessary to provide the services described in the Statement of Work (Exhibit A). Director may, in his sole discretion, determine from time to time the number and type of staff which Contractor shall provide for services hereunder.

B. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services hereunder.

11. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program for all its staff providing services under this Agreement. Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to HIPAA and Sexual Harassment, and other State and County policies and procedures as well as on any other matters that County may reasonably require. Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement.

12. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies.

13. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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14. PUBLIC RECORDS ACT:

A Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 16 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

15. PUBLICITY:

A. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- (1) The Contractor shall develop all publicity material in a professional manner; and
- (2) During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

B. The Contractor may, without the prior written consent of County, indicate in its proposals



and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 15 shall apply.

16. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

A. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

B. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 16 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

C. If, at any time during the term of this Agreement or within five (5) years after the expiration or

termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

D. Federal Access to Records: If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act [42 United States Code Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years from the date services were rendered under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

17. REPORTS: Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

18. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, client records and information, in accordance with

WIC Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations, Section 205.50, and all other applicable County, State and federal laws, ordinances, rules, regulations, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

19. CLIENTS' RIGHTS: Contractor shall comply with all clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all clients, clients' records, and Contractor's personnel to monitor Contractor's compliance with all applicable statutes, regulations and policies.

20. REPORTING OF CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Personnel:

(1) Contractor shall assure that any person who enters into employment as a care

custodian of elders, dependent adults, and minor children or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Although clerical and other non-treatment staffs are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults, or minor children or which otherwise make it inappropriate for such person to be employed by Contractor. In the event that Contractor becomes aware that a criminal complaint has been filed against any employee or prospective employee, Contractor shall make a determination whether the acts as alleged in the complaint would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor. If Contractor determines that such alleged acts would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor, then Contractor shall not employ or continue to employ such person or shall take other appropriate action to fully protect all persons receiving services under this Agreement.

21. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with requirements of federal and State law. For the purpose of this Paragraph 21, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or

benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services hereunder may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State.

C. Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person and assignment of accommodations. At the time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in Subparagraph B. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. The Contractor certifies and agrees that all persons employed by it, its affiliates,

subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's Equal Employment Opportunity (EEO) Certification.

C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

F. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

G. If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-

discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

23. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

24. INDEMNIFICATION AND INSURANCE:

A. Indemnification: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B. and C. of this Paragraph 24. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this

Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

(1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County - Department of Mental Health**  
**Contracts Development and Administration Division**  
**550 S. Vermont Ave., 5<sup>th</sup> Floor**  
**Los Angeles, CA 90020**



Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

(4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately

may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

(5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(8) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(9) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it

shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(10) Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(11) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(12) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(13) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

(1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

25. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to immediately terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written

disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

27. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

28. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall provide to County an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) attached hereto and incorporated herein by reference for each of its employees performing services under this Agreement. Such Acknowledgements shall be delivered

to DMH's Contracts Development and Administration Division on or immediately after the commencement date of this Agreement, but in no event later than date any such employee first performs services under this Agreement.

29. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

30. SUBCONTRACTING: No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement shall be null and void and shall constitute a material breach of this

Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

31. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

32. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

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33. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

34. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

35. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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36. TERMINATION FOR DEFAULT:

A. County may by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as is could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the

supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

41. ENTIRE AGREEMENT: The body of this Agreement, and Exhibits A through I, all of which are attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

1. Exhibit A (Statement of Work)
2. Exhibit B (Fee Schedule)
3. Exhibit C (Contractor Acknowledgement and Confidentiality Agreement)

4. Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement)
  5. Exhibit E (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
  6. Exhibit F (Attestation Regarding federally Funded Program)
  7. Exhibit G (Fact Sheet on "Safely Surrendered Baby Law")
  8. Exhibit H (Charitable Contributions Certification)
  9. Exhibit I (Equal Employment Opportunity (EEO) Certificate)
42. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
43. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
44. CONTRACTOR'S OFFICES: Contractor shall notify in writing DMH's Contracts Development and Administration Division, and any other County office(s) as identified in Paragraph 72 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

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45. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five (5) days after the expiration or termination of the Agreement, Contractor shall submit to County six (6) copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or

termination date.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

46. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

47. RESTRICTIONS ON LOBBYING: If any federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section

1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

48. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 49.

50. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

51. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or

work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

52. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination of Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractors' Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default with 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 36 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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53. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

54. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

55. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

56. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the Los Angeles County Code) are effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to subcontractors of County Contractors.

57. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from

participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors or its significant business transactions; (6) loss of a state license to practice a health-care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit F as part of its obligation under this Paragraph.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

58. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health

Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

#### **DEFINITIONS**

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized

health care clinicians and staff.

1.4     “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5     “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6     “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7     “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8     “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9     “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual;

(ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### **2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

### **2.3 Adequate Safeguards for Protected Health Information. Business Associate:**

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to



the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate:

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.4.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45

C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within 10 business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within 10 business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the Federal Department of Health and Human Services and/or Office for Civil Rights.

#### **OBLIGATION OF COVERED ENTITY**

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

#### **TERM AND TERMINATION**

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in

this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the Federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### **MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and

subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

59. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury



service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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60. NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

61. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post in the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the county may immediately terminate or suspend this Agreement.

63. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

64. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

These federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor."

65. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

66. FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both

Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

67. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

68. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 67 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

69. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

70. BACKGROUND AND SECURITY INVESTIGATIONS:

A. Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level

review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

C. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

71. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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72. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Avenue, 5<sup>th</sup> Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

For the Contractor, please use the following contact information:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development and  
Administration Division

**EXHIBIT A**

**STATEMENT OF WORK**

**Medi-Cal Outreach and Enrollment Services**

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**STATEMENT OF WORK (SOW)**  
**Medi-Cal Outreach and Enrollment Services**

**1.0 INTRODUCTION**

**1.1 OVERVIEW**

The California Endowment (TCE) has pledged \$12.5 million in grant funding to the California Department of Health Care Services (DHCS) to assist with Medi-Cal Outreach and Enrollment (O&E) efforts associated with the implementation of the federal Patient Protection and Affordable Care Act (ACA). In addition to accepting this grant funding from TCE, DHCS sought approval from the federal government for matching funds to augment the total grant amount to \$25 million for a two-year period from February 1, 2014, to June 30, 2016. Primarily, this grant funding is meant to support the State's desire to enhance O&E strategies targeting the newly-eligible hard-to-reach populations and help increase Medi-Cal enrollment and retention for eligible Californians affected by the ACA. In particular, the State has identified the following as priority populations to be served under this grant:

- Persons with mental health disorder needs
- Persons with substance use disorder needs
- Persons who are homeless
- Young men of color
- Persons who are in county jail, state prison, on state parole, on County probation, or under post-release community supervision
- Families of mixed immigration status
- Persons with limited English proficiency

In October 2013, DHCS released a survey to measure the level of interest among potentially qualified counties and utilized data obtained from the survey to determine where Medi-Cal O&E funding would be most needed within the State of California. Additionally, the survey served as a passageway for interested counties to apply for funds under this grant.

**1.2 LOS ANGELES COUNTY'S RESPONSE**

Since the priority target populations are served by various Los Angeles County Departments, a task force consisting of representatives from five (5) County departments was formed to develop and submit a joint survey response and grant application under the leadership of the Department of Public Health. The following County departments are involved in this grant application:

- Public Health

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
SOW for Medi-Cal Outreach and Enrollment Services

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- Children's Health Outreach Initiative
- Substance Abuse Prevention and Control
- Health Services
- Mental Health
- Public Social Services
- Sheriff

On January 28, 2014, DHCS released an award letter to 36 counties that applied for this grant. Los Angeles County was awarded a total \$7 million, of which \$1,109,000 was allocated to the Department of Mental Health (DMH).

## **2.0 POPULATION TO BE SERVED**

Contractor shall provide O&E services to Los Angeles County residents who are potentially eligible for Medi-Cal benefits, but not yet enrolled. In particular, Contractor shall prioritize its O&E efforts to target uninsured persons with mental health disorder needs who are newly-eligible for Medi-Cal under the ACA rules, which will also overlap with persons with substance use disorders, persons who are homeless, young men of color, families of mixed immigration status, and persons with limited English proficiency.

In addition to the priority populations referenced above, Contractor shall also target individuals who have been determined presumptively eligible for Medi-Cal upon admission to a psychiatric hospital to assist them with submitting a regular Medi-Cal application before the end of the presumptive eligibility period.

## **3.0 SERVICES TO BE PROVIDED**

Contractor shall work collaboratively with DMH directly-operated and contracted providers of mental health services and other DMH community-based partners that refer individuals in need of Medi-Cal benefits establishment and who meet the priority population criteria identified above.

### **3.1 IN-REACH**

Contractor shall in-reach to at least 4,760 potentially eligible clients who are currently receiving services in a DMH directly-operated or contracted program over the two-year contract period. Contractor shall provide education and information regarding the Medi-Cal program to referred clients and engage them in the benefits establishment process.

### 3.2 OUTREACH

Contractor shall outreach to at least 4,760 potentially eligible individuals over the two-year contract period. Contractor shall provide these individuals with education and information regarding the Medi-Cal program and engage them in the benefits establishment process. Contractor shall target individuals from the priority populations in settings including, but not limited to, the following:

- Community-based organizations
- Faith-based organizations
- National Alliance on Mental Illness (NAMI) chapters
- Transitional-age youth (TAY) drop-in centers
- Emergency shelters
- Homeless shelters
- Disabled student centers

### 3.3 BENEFIT ENROLLMENT

Contractor shall provide benefit enrollment services to potentially eligible clients referred by DMH, or encountered during outreach/in-reach activities, including those who are presumptively eligible for Medi-Cal benefits. Contractor shall enroll 2,570 individuals into the Medi-Cal program by filing their initial Medi-Cal applications, as well as, any subsequent appeals and reconsideration processes, to maximize the acquisition of benefits. Contractor shall complete the following tasks during the two-year contract period:

- 3.3.1 Consult with providers from DMH directly-operated or contracted programs to identify clients who may be eligible for Medi-Cal benefits.
- 3.3.2 Arrange appointments with referring DMH directly-operated or contracted programs to interview clients who may be eligible for Medi-Cal benefits.
- 3.3.3 Screen referred clients for potential eligibility for Medi-Cal benefits and keep clients engaged in the application process to reduce “no shows” for required appointments.
  - 3.3.3.1 Begin client screening within five (5) days of the initial referral.
- 3.3.4 Collect supporting documentation to verify financial eligibility.

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- 3.3.5 Complete and file each Medi-Cal application, and/or other applicable applications, within thirty (30) days of the first contact with a client.
  - 3.3.5.1 Enroll no fewer than 1,285 individuals into the Medi-Cal program per fiscal year by successfully submitting their Medi-Cal applications, and other applicable applications, for no fewer than 2,570 Medi-Cal enrollments during the two-year contract period.
  - 3.3.5.2 Achieve an annual approval rate of at least 90% for initial applications and an approval rate of 95% or higher when combined with resubmitted appealed applications.
- 3.3.6 File reconsideration application packets with the appropriate State or local governmental office in the event of a denial.
- 3.3.8 Maintain on-going contact with the appropriate State or local governmental office to monitor the progress of all applications submitted.
- 3.3.9 Assist clients with keeping all required appointments with State or local governmental office during the application process.
- 3.3.10 Complete a short client satisfaction survey for at least 90% of clients served.
- 3.3.11 Follow up with clients ninety (90) days after the submission of the initial Medi-Cal application to confirm and verify enrollment.
- 3.3.12 Contact and offer renewal/re-determination assistance to clients who Contractor assisted with submitting their Medi-Cal application.
- 3.3.13 Provide clients and DMH directly-operated or contracted programs with a copy of each approval letter to facilitate Medi-Cal billing for the delivery of mental health services.
- 3.3.14 Contractor may serve as client's Authorized Representative during the benefits establishment process to ensure client's application is being processed appropriately. However, Contractor shall not seek or receive additional compensation from County or client for serving as client's Authorized Representative during the benefits establishment process.

### 3.4 TRAINING

3.4.1 Contractor shall provide on-going Medi-Cal eligibility and benefits enrollment training to ensure providers from the DMH network are fully versed in the Medi-Cal program and how to assist clients with enrollment.

3.4.2 Contractor shall target providers in XX Service Areas.

3.4.3 Contractor shall perform such training at various locations, including but not limited to, DMH directly-operated and contracted programs, community-based agencies and organizations serving under-represented ethnic populations, faith-based organizations, (e.g., churches, temples, or mosques), the National Alliance on Mental Illness (NAMI) chapters, TAY drop-in centers, emergency shelter programs, disabled student centers on community college campuses, and homeless shelters and encampments.

3.4.4 Contractor shall provide a total of 36 hours of Medi-Cal eligibility and benefits enrollment training during the two-year contract period. Contractor shall meet the following minimum training requirements.

3.4.4.1 Provide a minimum of one (1) training per month, per Service Area, targeting no fewer than 5-10 people per training session.

3.4.4.2 Each training shall be no less than one and one-half (1.5) hours in length and shall cover all essential information related Medi-Cal eligibility requirements and benefits enrollment.

3.4.4.3 Distribute training materials describing the various Medi-Cal programs, eligibility requirements, and methods for obtaining these various Medi-Cal benefits during each training.

### 4.0 STAFFING

#### 4.1 GENERAL STAFFING REQUIREMENTS

Contractor shall ensure that staffing conforms to the following requirements:



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- 4.1.1 Program Staff: Contractor shall be responsible for securing and maintaining a minimum of 3.0 Full-time Equivalent (FTE) experienced Medi-Cal Outreach and Enrollment Specialists in order to meet the services required in this SOW.
- 4.1.2 Contractor shall provide all Medi-Cal Outreach and Enrollment Specialists sufficient supervision and oversight of their work to ensure compliance with all requirements and commitments of this Contract.
- 4.1.3 Language Ability: Contractor shall ensure Enrollment Specialists performing services under this Agreement shall be able to read, write, speak, and understand English in order to conduct business with County.
  - 4.1.3.1 Contractor shall have a plan to ensure that all clients who require Medi-Cal O&E services in one of the following threshold languages will be assisted: Arabic, Chinese-Traditional, Chinese-Simplified, Cambodian, Korean, Russian, Armenian, Spanish, Tagalog, Vietnamese and Farsi.
- 4.1.3 Cultural Competency: Contractor shall ensure all staff providing Medi-Cal O&E services are able to provide culturally competent services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the communities in which services will be provided.
- 4.1.4 Driver's License: Contractor shall maintain copies of current driver's licenses, including current copies of proof of auto insurance of project staff.
- 4.1.5 Driving Record: Contractor shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all drivers providing service under this contract. Reports shall be made available to DMH on request. The County reserves the option to do a DMV check on Contractor's drivers once a year.
- 4.1.6 Education and Experience: Contractor shall be responsible for securing and maintaining staff that possess sufficient experience and expertise required for providing services as reflected in this SOW.
- 4.1.7 Staff Training: Contractor shall provide orientation and training to all staff providing services informing them of their expected duties

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to perform effective outreach and benefits establishment within thirty (30) days of commencement of the contract.

4.1.7.1 Contractor is required to train all staff, including interns and volunteers, in the areas of the Health Insurance Portability and Accountability Act (HIPAA), sexual harassment, and cultural competency as provided in Paragraph 10 (STAFF TRAINING AND SUPERVISION).

4.1.8 Documentation: Contractor shall maintain documentation in the personnel files of all staff. This documentation shall include: (1) all training hours and topics; (2) copies of resumes, degrees, certificates and professional licenses; and (3) current criminal clearances.

4.1.9 Rosters: Contractor shall provide DMH at the beginning of each contract term and within thirty (30) days of any staff change(s), a roster of all staff that includes: (1) name and position; (2) work schedule; and (3) fax and telephone numbers.

4.1.10 Changes in Staffing: Contractor shall advise DMH in writing of any change(s) in Contractor's key personnel at least 24 hours before proposed change(s), including name and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

## **5.0 SERVICE DELIVERY**

Contractor shall have the capacity to provide services for all DMH directly-operated and contracted programs located within Los Angeles County's service areas (Service Areas x through x) as listed below:

Area 1 -  
Area 2 -  
Area 3 -  
Area 4 -  
Area 5 -  
Area 6 -  
Area 7 -  
Area 8 -

## **6.0 ADMINISTRATIVE TASKS**

6.1 Record Keeping: Contractor shall keep records of Medi-Cal O&E services provided to all clients.

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- 6.2 Data Collection and Outcome Measurement: Contractor shall be responsible for collecting, entering, managing and submitting any data required by DMH, such as demographic, client identification number, age group, referring DMH center or program name, application status, and description of services recommended and received. Contractor shall clearly describe the specific measures that will be developed and implemented to ensure accurate collection, management, and reporting of data to demonstrate successful outcomes of this project.

6.2.1 MONTHLY REPORT

Contractor shall submit a monthly report to DMH on the status of programmatic activities advising County of its monthly progress. The monthly report shall be submitted electronically to DMH Administration by the 15<sup>th</sup> of each month for services rendered in the previous month. The report should include, but is not limited to, information on the following:

- 6.2.1.1 The number of outreach and in-reach activities conducted;
- 6.2.1.2 The number individuals contacted through outreach and in-reach activities by targeted populations and settings;
- 6.2.1.3 The number of individuals screened for Medi-Cal eligibility by targeted populations;
- 6.2.1.4 The number of Medi-Cal applications submitted by targeted populations.
- 6.2.1.5 The duration of time between the first meeting with a client and the submission of a completed Medi-Cal application;
- 6.2.1.6 The number of clients whose applications were approved by targeted populations;
- 6.2.1.7 The number of clients assisted with filing reconsideration packets;
- 6.2.1.8 The number of completed client satisfaction surveys and the overall satisfaction rating;

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- 6.2.1.9 The number of clients Contractor was able to reach for the post-90-day follow-up after the initial Medi-Cal application was submitted; and
- 6.2.1.10 Staff training provided to DMH directly-operated and contracted programs as outlined in Section 3.4 of this SOW.

6.2.2 CLIENT SATISFACTION SURVEYS

Contractor shall collect information regarding client satisfaction in the form of a client survey upon completion of the initial Medi-Cal benefits application. The responses obtained will be tracked, tallied, and included with the June (fiscal year-end) monthly report for submission to DMH. Contractor is expected to achieve a minimum 90% client satisfaction rating.

The survey shall include, but not be limited to, the following:

- 6.2.2.1 Timeliness of the application;
- 6.2.2.2 Responsiveness of Contractor's staff to client questions and concerns; and
- 6.2.2.3 Cultural competency and linguistic sensitivity of the Contractor's staff.

- 6.3 Cooperation: Contractor shall work cooperatively with DMH Administration and DMH directly-operated and contracted staff. Contractor shall submit monthly invoices to DMH Administration along with supporting documentation indicating the services associated with each invoice.
- 6.4 Meetings: Contractor shall send a representative to attend periodic benefits establishment and/or other meetings as determined by DMH.
- 6.5 Days/Hours of Operation: Contractor shall ensure that Medi-Cal O&E services are available for DMH clients and staff during the County's regular business hours of Monday through Friday from 8:00 A.M. until 5:00 P.M. Extended hours shall be offered to meet the needs of the program participants, (e.g., training sessions on weekends or after regular office hours for working parents and/or families of potential beneficiaries).
- 6.6 Contractor's Project Manager: Contractor's designated Project Manager shall have full authority to act on the Contractor's behalf on all matters relating to the daily operation of this contract and shall be accessible via

telephone, e-mail, or fax during regular business hours to respond to County inquiries and/or concerns.

- 6.7 Computer and Information Technology Requirements: Contractor shall possess or acquire a computer system with the capability to comply with the terms of the contract, within thirty (30) days of commencement of the contract, with sufficient hardware and software and on-site maintenance for the entire term of this Contract.

## **7.0 QUALITY ASSURANCE**

Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure the County receives a consistently high level of service throughout the term of the contract. The Plan shall be submitted to DMH for review and approval. The Plan shall be effective on the Contract start date and shall be updated and re-submitted for DMH approval as changes occur.

- 7.1 Contractor shall include an identified monitoring system covering all the services listed in this Agreement. The system of monitoring to ensure contract requirements are being met shall include:

7.1.1 Ensuring the services, deliverables, and requirements defined in the Agreement are being provided at or above the level of quality agreed upon by the County and Contractor.

7.1.2 Ensuring that Medi-Cal Outreach and Enrollment Specialists who render services under this Agreement have the necessary prerequisites.

7.1.3 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

7.1.4 Reviewing report data to identify, investigate, and plan for future performance improvement.

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COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
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## 8.0 PERFORMANCE REQUIREMENTS SUMMARY TABLE

DMH will monitor Contactor's performance to ensure all deliverables, services, and requirements of this Agreement are met. Contractor shall conform to the following performance-based criteria at all times during the two-year contract period. In the event Contractor fails to achieve 85% of the required enrollment benchmarks at any point during the term of this contract, DMH reserves the right to reduce the Total Contract Amount (TCA) and reallocate the reduced amount to other eligible Contractors.

PERFORMANCE-BASED CRITERIA	DESCRIPTION OF ACTIVITY AND MONITORING	PERFORMANCE TARGET
<p><b>OBJECTIVE 3.1</b> Contractor shall in-reach to at least 4,760 potentially eligible clients referred by DMH who are currently receiving services in a DMH directly-operated or contracted program. Contractor shall provide education and information regarding the Medi-Cal program to clients referred by DMH and engage them in the benefit establishment process over the two-year contract period.</p>	<ul style="list-style-type: none"> <li>Identify organizations and entities to receive in-reach activities.</li> <li>Schedule in-reach activities.</li> <li>Perform in-reach activities.</li> <li>DMH will monitor Contractor's progress via monthly report submitted</li> </ul>	<ul style="list-style-type: none"> <li>Begin in-reach activities within 30 days of contract execution.</li> <li>Conduct ongoing in-reach activities targeting a minimum of 198 individuals on a monthly basis.</li> </ul>
<p><b>Objective 3.2</b> Contractor shall outreach to 4,760 potentially eligible individuals during the two-year. Contractor shall provide these individuals with education and information regarding the Medi-Cal program and engage them in the in the benefit establishment process. Contractor shall target individuals identified as part of the priority populations at the following settings:</p> <ul style="list-style-type: none"> <li>Community-based organizations</li> <li>Faith-based organizations</li> <li>National Alliance on Mental Illness (NAMI) chapters</li> <li>Transition-age youth (TAY) drop in centers</li> <li>Emergency shelters</li> <li>Homeless shelters</li> <li>Disabled student centers</li> </ul>	<ul style="list-style-type: none"> <li>Identify organizations and entities to receive outreach activities.</li> <li>Schedule outreach activities.</li> <li>Perform outreach activities.</li> <li>DMH will monitor Contractor's progress via monthly report submitted</li> </ul>	<ul style="list-style-type: none"> <li>Begin outreach activities within 30 days of contract execution.</li> <li>Conduct ongoing outreach activities targeting a minimum of 198 individuals on a monthly basis</li> </ul>

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<p><b>Objective 3.3</b> Contractor shall provide benefit enrollment services to potentially eligible clients referred by DMH, or encountered during outreach/in-reach activities, including those who are presumptively eligible for the Medi-Cal program. Contractor shall enroll 2,570 individuals into the Medi-Cal program by filing their initial Medi-Cal applications, as well as, any subsequent appeals and reconsideration processes to maximize the acquisition of benefits.</p>	<ul style="list-style-type: none"> <li>• Consult with providers from DMH directly-operated or contracted programs to identify clients who may be eligible for Medi-Cal benefits.</li> <li>• Arrange appointments with referring DMH directly-operated or contracted programs to interview clients who are potentially eligible for Medi-Cal benefits.</li> <li>• Screen clients for potential eligibility for Medi-Cal benefits and keep referred clients engaged in the application process to reduce “no shows” for required appointments.</li> <li>• Begin client screenings within 5 days of the initial referral and collect existing, supporting documentation to verify financial eligibility.</li> <li>• Contractor shall complete and file each Medi-Cal application packet within 30 days of the first contact with a client.</li> <li>• Enroll no fewer than 1,285 individuals into the Medi-Cal program per fiscal year by successfully submitting their Medi-Cal applications, and other applicable applications, for a total of no fewer than 2,570 Medi-Cal enrollments, during the two-year contract period.</li> <li>• Achieve an annual approval rate of at least 90% for initial applications and an approval rate of 95% or higher when combined with resubmitted appealed applications.</li> <li>• File reconsideration application packets with the appropriate State or local governmental office in the event of a denial.</li> <li>• Maintain on-going contact with the appropriate State or local governmental office to monitor the progress of all applications submitted.</li> <li>• Assist clients with keeping all required appointments with State or local governmental office during the application process.</li> <li>• Complete a short client satisfaction survey for at least 90% of clients served.</li> <li>• Follow up with clients 90 days after the submission of the initial Medi-Cal application packet to confirm and verify enrollment.</li> <li>• Contact and offer renewal/re-determination assistance to clients who Contractor assisted with submitting their Medi-Cal applications. Such efforts shall be initiated one month prior to clients’ renewal/re-determination period.</li> <li>• Provide clients and DMH network providers with a copy of each approval letter to facilitate Medi-Cal billing for the delivery of mental health services.</li> <li>• DMH will monitor Contractor’s progress via monthly report submitted.</li> </ul>	<ul style="list-style-type: none"> <li>• Consult with providers and schedule appointments with clients within 45 days of contract execution.</li> <li>• Screen clients within 5 days of initial referral and collect documents to verify financial eligibility.</li> <li>• File Medi-Cal applications within 30 days of the first contact.</li> <li>• Enroll 1,285 individuals into the Medi-Cal program per fiscal year for a total 2,570 Medi-Cal enrollments.</li> <li>• Maintain a 90% approval rate for initial applications and 95% or higher approval rate when combined with resubmitted appealed applications.</li> <li>• Maintain on-going contact with clients and State or local offices during the application process.</li> <li>• Complete satisfaction surveys for 90% of clients served.</li> <li>• Follow up with clients 90 days after initial submission to confirm enrollment.</li> <li>• Conduct retention activities and document results on retention verification documents.</li> <li>• Provide approval letters to clients and providers.</li> </ul>
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COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
SOW for Medi-Cal Outreach and Enrollment Services

PERFORMANCE-BASED CRITERIA	DESCRIPTION OF ACTIVITY AND MONITORING	PERFORMANCE TARGET
<p><b>Objective 3.4:</b> Contractor shall provide on-going Medi-Cal eligibility and benefits establishment training to ensure providers at DMH directly-operated and contracted programs are fully versed in the Medi-Cal program and how to assist clients with enrollment.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> <li>• Target providers in XX Service Areas</li> <li>• Conduct trainings at various locations, including but not limited to: DMH directly-operated and contracted programs, community-based agencies and organizations serving under-represented ethnic populations, faith-based organizations, NAMI chapters, TAY drop-in centers, emergency shelters, disabled student centers on college campuses, and homeless shelters and encampments.</li> <li>• Provide a total of 36 hours of required training.</li> <li>• Provide at least one training per month with no fewer than 5-10 people per training.</li> <li>• Ensure each training is no less than 1.5 hours in duration and covers all essential information related to Medi-Cal eligibility requirements and benefits enrollment.</li> <li>• Distribute materials describing the various Medi-Cal programs, eligibility requirements, and methods for obtaining these various Medi-Cal benefits.</li> <li>• DMH will monitor Contractor's progress via monthly report submitted.</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule and conduct training within targeted Service Areas and within recommended settings/locations.</li> <li>• Provide a total 36 hours of training by the end of the contract period.</li> <li>• Conduct a minimum of one training per month, ensure the training is no less than 1.5 hours in duration, and no fewer than 5-10 people per training.</li> <li>• Distribute materials related to Medi-Cal programs, eligibility criteria, and methods for obtaining various Medi-Cal benefits.</li> </ul>
<p><b>Objective 4.0</b> Contractor shall secure and maintain a minimum of 3.0 FTE experienced Medi-Cal Outreach and Enrollment Specialists in order to meet the services required in this SOW.</p>	<ul style="list-style-type: none"> <li>• Maintain a minimum of 3.0 FTE Medi-Cal Outreach and Enrollment Specialists during the contract period.</li> <li>• DMH will monitor Contractor's progress by reviewing personnel files.</li> </ul>	<ul style="list-style-type: none"> <li>• Hire a minimum of 3.0 FTE new staff or assign 3.0 FTE existing, qualified staff to this project.</li> </ul>



COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
SOW for Medi-Cal Outreach and Enrollment Services

PERFORMANCE-BASED CRITERIA	DESCRIPTION OF ACTIVITY AND MONITORING	PERFORMANCE TARGET
<p><b>Objective 6.2.1</b> Contractor shall submit a monthly report to DMH on the status of programmatic activities advising County of its monthly progress.</p>	<p>Contractor shall ensure monthly report includes:</p> <ul style="list-style-type: none"> <li>• The number of outreach and in-reach activities conducted.</li> <li>• The number of individuals contacted through outreach or in-reach activities by populations and settings.</li> <li>• The number of individuals screened by targeted populations.</li> <li>• The number of Medi-Cal applications submitted by targeted populations.</li> <li>• The duration of time between the first meeting with a client and the submission of a completed Medi-Cal application.</li> <li>• The number of clients assisted with filing reconsideration packets.</li> <li>• The number of clients whose applications were approved.</li> <li>• The number of completed client satisfaction surveys and overall satisfaction rating.</li> <li>• The number of post-90-day follow-ups conducted.</li> <li>• The number of trainings given to providers within the DMH network.</li> <li>• DMH will monitor Contractor's progress by ensuring monthly reports are submitted on time.</li> </ul>	<ul style="list-style-type: none"> <li>• Submit monthly report with all required data by the 15<sup>th</sup> of each month during the contract period.</li> </ul>

## 9.0 CONTRACT DISCREPANCY REPORT

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Program Manager within ten (10) workdays.

## **10.0 PRIVACY AND ELECTRONIC SECURITY**

Contractor who is deemed a “Business Associate” of County under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy and electronic security standards.

## **11.0 TECHNOLOGY REQUIREMENTS**

11.1 Contractor shall acquire, manage, and maintain its own information technology and systems in order to meet relevant workflow, data collection, and privacy/security requirements of the work authorized in this contract.

11.2 Contractor shall be solely responsible for complying with all applicable State and federal regulations affecting the maintenance and transmittal of electronic information.

## **12.0 PERFORMANCE-BASED REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) table are intended to be completely consistent with the contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the contract and the SOW. In any case of apparent inconsistency between services as stated in the contract, the SOW and the PRS table, the meaning apparent in the contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**MEDI-CAL OUTREACH AND ENROLLMENT SERVICES  
FISCAL YEAR 2014-15 AND FISCAL YEAR 2015-16**

**BUDGET**

I.	PERSONNEL PLUS EMPLOYEES BENEFITS	\$XXX,XXX
II.	EQUIPMENT, TRAVEL AND SUPPLIES	XX,XXX
III.	INDIRECT COSTS	<u>XX,XXX</u>
	Total Compensation Amount	\$XXX,XXX

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

**When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.**

**Revised (082508)**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

**When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or federal governments.**

## EXHIBIT F

### ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of \_\_\_\_\_, (hereafter "Contractor") that all of its officers, employees, agents and/or Sub-Contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or Sub-Contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or Sub-Contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within 30 calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or Sub-Contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or Sub-Contractors, barring it or its officers, employees, agents and/or Sub-Contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official \_\_\_\_\_

Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

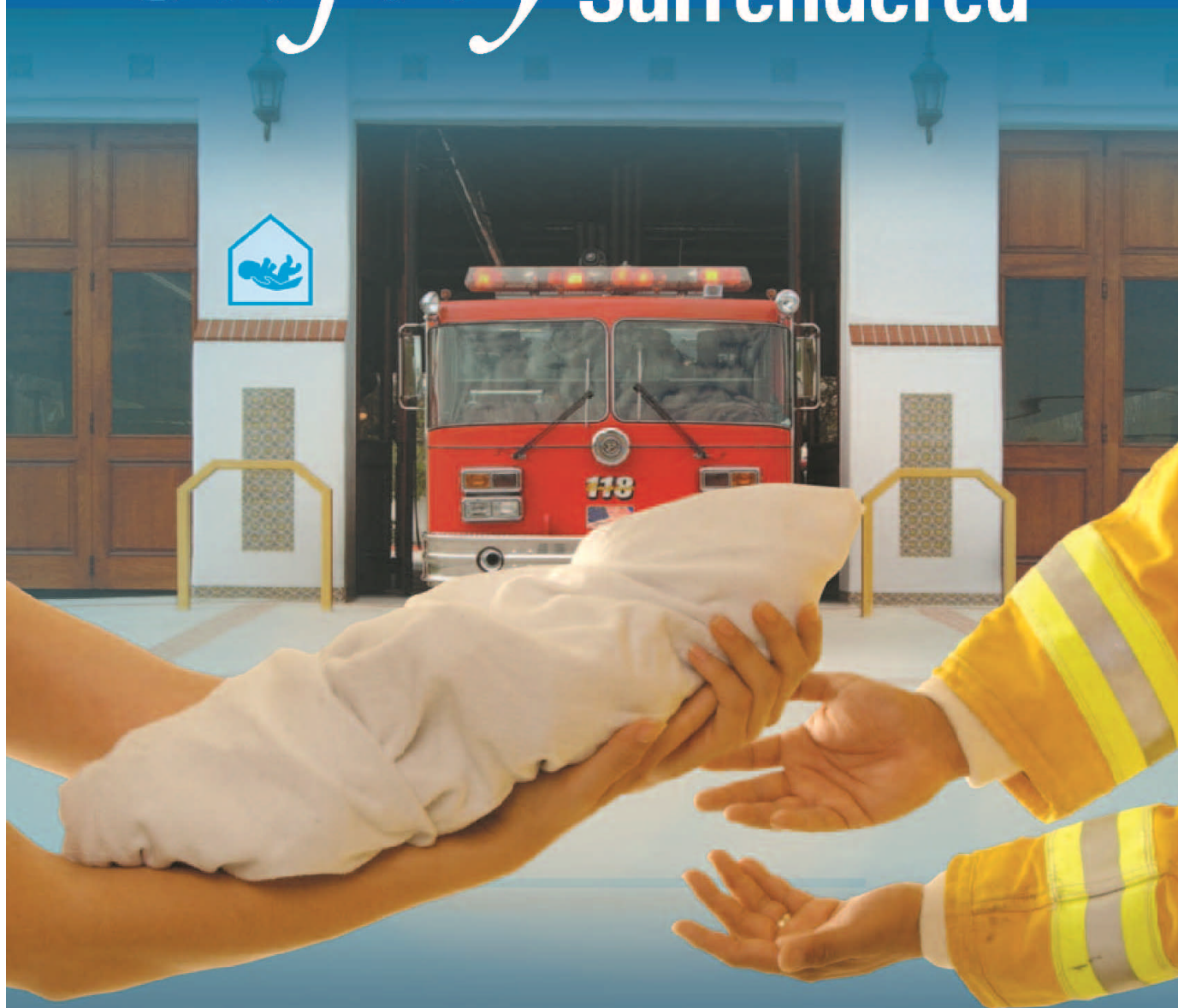


# **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# *Safely* Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

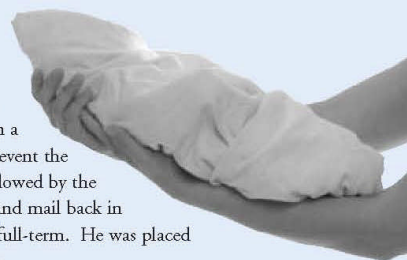
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

Contractor Services Agreement

**PROPOSER'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

---

Signature

---

Date

---

Name and Title of Signer (please print)



LOS ANGELES COUNTY MEDI-CAL OUTREACH & ENROLLMENT GRANT COLLABORATIVE PROJECT WORK PLAN	
<b>GOAL 1. OUTREACH:</b> Increase the number of Medi-Cal eligible clients in Los Angeles County who receive outreach, education and information regarding the Medi-Cal Program, particularly among the DHCS targeted populations (e.g. persons in jails, persons with mental health disorder needs, young men of color, persons with substance use disorder needs, Limited English Speaking, mixed-status families, homeless)	
Milestone	Description of Activity
<b>Objective 1.1:</b> Department of Public Health/Maternal, Child and Adolescent Health-Children's Health Outreach Initiatives (DPH/MCAH) contracted agencies will successfully engage a minimum of <b>30,000</b> individuals in the target population of limited English proficient and mixed status families in L.A. County who are eligible for Medi-Cal through an outreach or "in-reach" contact.	<ul style="list-style-type: none"> <li>• Contracted agencies will hire additional staffing to fulfill DHCS grant personnel and conduct DHCS Grant Scope of Work activities</li> <li>• Schedule outreach events and maintain a list or calendar of sites, dates and times</li> <li>• Conduct outreach via telephone, walk-ins, events (presentations, fairs, etc.) and complete outreach summaries. Event summaries to include site, date, name of staff, flyers, number of individuals contacted, sign-in sheets and if appropriate, materials presented.</li> <li>• Enter documentation of outreach numbers into MCAH online database.</li> </ul>
<p><b>Objective 1.2</b> DPH/Substance Abuse Prevention Control (SAPC) plans to conduct outreach to at least <b>8,400</b> current patients of contracted SUD treatment programs.</p> <p><b>Objective 1.3</b> DPH/SAPC plans to conduct Medi-Cal eligibility screening with an average of at least <b>2,940</b> current patients of contracted SUD programs and persons seeking admission to SUD treatment services.</p>	<ul style="list-style-type: none"> <li>• Contracted agencies will hire additional staff to fulfill DHCS Grant Scope of Work activities, including: <ul style="list-style-type: none"> <li>- Initiate outreach to patients of SUD treatment programs.</li> <li>- Initiate Medi-Cal eligibility screening with patients of SUD treatment programs.</li> <li>- Initiate application assistance activities with patients screened as likely Medi-Cal eligible.</li> <li>- Initiate Medi-Cal screening and application assistance activities for persons seeking admission to SUD services through CASC.</li> <li>- Enter documentation of outreach numbers into DPH approved database and forward to MCAH data system.</li> </ul> </li> </ul>
<b>Objective 1.4</b> Department of Health Services (DHS) -contracted agencies will take a Medi-Cal application for a minimum of <b>12,000</b> individuals ( <b>75 per month in Year One and 50 per month in Year Two</b> ) through 8 contracted Community Partner (CP) and homeless Intensive Case Management Services (ICMS) providers over 24 months in the target populations of limited English proficient, mixed status families, young men of color, and/or homeless individuals in LAC who are eligible for Medi-Cal through an outreach contact.	<ul style="list-style-type: none"> <li>• DHS to issue solicitation/proposals from existing community partner (CP) and homeless Intensive Case Management Services (ICMS) contractors for outreach, enrollment and redetermination strategies for the following four (4) DHS target groups: Limited English Proficient, Mixed Status Families, Young Men of Color, and/or Homeless individuals. Proposal from CP and ICMS contractors to DHS will be expected to outline a specific proposal for outreach including target areas for outreach and enrollment outside the clinic setting (gyms, trade colleges, homeless shelters, etc.).</li> <li>• Develop and provide to contracted entities Event, Outreach and Enrollment (EOE) Tracking system, ideally web-based and potentially the same case management and activities system currently used by DPH MCAH to record all relevant and reportable activities of the OE workers, including locations, sites, date, names of enrollment and outreach staff, number of individuals spoken to, number enrolled, sign-in sheets and if appropriate, materials presented.</li> <li>• DHS to select contractors based on the highest scoring proposal in each of the 8 Service Planning Areas (SPAs)</li> <li>• Identify organizations and entities to receive outreach grants, develop regular reporting and check-in procedures, develop payment methodologies for grantees, provide training for EOE Tracking system for OE workers.</li> <li>• Grantees will hire their FTE Outreach and Enrollment Worker. Grantees develop, complete and submit to DHS a twelve-month outreach and enrollment workplan for OE Worker</li> </ul>



<p><b>Objective 1.5</b> Department of Mental Health (DMH) contracted partners will <b>in-reach</b> to a minimum of <b>9,520</b> potentially Medi-Cal eligible individuals <i>currently receiving services within the DMH network</i> due to mental health disorder needs, which will also overlap with persons who are homeless, young men of color, families of mixed immigration status and persons with limited English proficiency.</p> <p><b>Objective 1.6:</b> DMH contracted partners will <b>outreach</b> to a minimum of <b>9,520</b> potentially eligible individuals, particularly those with mental health disorder needs in traditionally hard-to-reach subpopulations, including under-represented ethnic minorities, homeless persons, individuals with co-occurring mental health and substance use disorders, and transition-age youth over the 2-year grant period.</p>	<ul style="list-style-type: none"> <li>• Identify organizations and entities to receive in-reach and outreach activities.</li> <li>• Schedule in-reach and outreach activities.</li> <li>• Perform in-reach and outreach activities.</li> </ul>
<p><b>Objective 1.7:</b> The Department of Public Social Services (DPSS) will participate in outreach events in venues attractive to young men of color to outreach to approximately 13,920.</p> <p><b>Objective 1.8:</b> DPSS will partner with community-based organizations, non-profits and other county agencies to outreach to young men of color through print media and other marketing channels.</p> <p><b>Objective 1.9:</b> DPSS will partner with county departments to provide on-site workshops specifically geared towards youth including health check-ups provided by county departments.</p>	<ul style="list-style-type: none"> <li>• Provide specific activities that will be performed under each objective</li> <li>• Select and confirm access to first event site that will be of interest to the target population.</li> <li>• Develop calendar of upcoming events.</li> <li>• Calendar Mobile Unit to attend events.</li> </ul>
<p><b>Objective 1.10:</b> The Los Angeles County Sheriff's Department (LASD) will obtain materials from DPSS and other agencies to provide all inmates (approximately 20,000) with access to information within the County jail facilities.</p>	<ul style="list-style-type: none"> <li>• Obtain educational materials and post within the intake center and inmate housing units.</li> </ul>

<b>GOAL 2. ENROLLMENT:</b> Increase the number of Medi-Cal eligible clients in Los Angeles County who apply for and are enrolled in Medi-Cal, particularly in the DHCS targeted populations (e.g. persons in jails, persons with mental health disorder needs, young men of color, persons with substance use disorder needs, Limited English Speaking, mixed-status families, homeless)	
<b>Milestone</b>	<b>Description of Activity</b>
<p><b>Objective 2.1:</b> DPH/MCAH contracted agencies will complete Medi-Cal applications for a minimum of <b>8,000</b> uninsured but eligible clients.</p> <p><b>Objective 2.2:</b> DPH/MCAH contracted agencies will also provide clients with referrals to other health and nutrition services as needed.</p> <p><b>Objective 2.3:</b> DPH/MCAH contracted agencies will confirm enrollment of <b>75%</b> of Medi-Cal applications submitted or assisted by agency staff within 90 days.</p>	<ul style="list-style-type: none"> <li>• Conduct enrollment activities utilizing DPH/MCAH approved client intake form</li> <li>• Enter data from DPH forms into the MCAH database system</li> <li>• Screen and refer clients for appropriate services. Document referral information on client intake/other DPH approved forms.</li> <li>• Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting form</li> <li>• Enter data from DPH approved forms into MCAH database</li> </ul>
<p><b>Objective 2.4:</b> DPH/SAPC will assist at least <b>2,940</b> individuals to successfully enroll in Medi-Cal with a special emphasis on persons with substance use disorder (SUD) service needs that are seeking SUD services through a SAPC-contracted CASC site or already admitted as a patient in a SAPC-contracted SUD treatment program.</p>	<ul style="list-style-type: none"> <li>• Conduct outreach activities to the target populations</li> <li>• Screen clients for eligibility requirements</li> <li>• Assist clients with and/or conduct enrollment activities, including verification</li> <li>• Refer clients to appropriate SUD and ancillary services, as needed</li> </ul>
<p><b>Objective 2.5</b> DHS's eight contracted outreach and enrollment workers will (combined) enroll into Medi-Cal approximately <b>9,000</b> individuals over a 24 month period (or <b>5,400</b> Medi-Cal enrollments in Year One and <b>3,600</b> in Year Two). <u>This calculation expects that 75% of the applications taken per month by each enroller will result in an approved application and enrolled Medi-Cal person.</u> Each CP or ICMS contracted outreach and enrollment worker will work to obtain an approved Medi-Cal application among DHS's target populations (young men of color, limited English proficient, mixed status household, homeless) outside of the traditional clinic setting.</p>	<ul style="list-style-type: none"> <li>• Grantee's OE Workers will take a minimum of 75 applications per month for 24 months, with a goal of 75% of these resulting in a Medi-Cal enrollment.</li> <li>• Grantees submit EOE Tracking Summary data to DPH Grant Administrator on a monthly basis. DPH Grant Administrator logs and monitors progress meeting grant goals, works with grantee and DHS to troubleshoot where outreach and enrollment goals are not being met.</li> <li>• DHS contracted OE Worker, DPH and DPSS will develop and implement a system for OE worker to monitor and track application disposition on behalf of Medi-Cal recipients enrolled by the OE worker and to work with DPH and DPSS to troubleshoot application issues, such as obtaining from the Medi-Cal enrollee any missing information needed by DPSS to disposition the application.</li> </ul>

<p><b>Objective 2.6:</b> DMH contracted partners will enroll at least <b>2,570</b> existing DMH clients (identified in <b>1.5</b>) into Medi-Cal over the 2-year grant period. DMH contracted partners will file reconsideration applications in the event of denial when applicable.</p> <p><b>Objective 2.7:</b> DMH contracted partners will enroll at least <b>2,570</b> individuals in the community (identified in <b>1.6</b>) into Medi-Cal over the 2-year grant period. DMH contracted partners will file reconsideration applications in the event of denial when applicable.</p> <p><b>Objective 2.8:</b> DMH contracted partners will complete the short client satisfaction survey for at least <b>90%</b> of applications submitted.</p> <p><b>Objective 2.9:</b> DMH contracted partners will follow-up with the individual within 90 days post-application to verify enrollment.</p>	<ul style="list-style-type: none"> <li>• Conduct enrollment activities and file reconsideration applications when applicable.</li> <li>• Conduct enrollment activities and file reconsideration applications when applicable.</li> <li>• Complete the survey</li> <li>• Conduct enrollment verification and troubleshooting</li> </ul>
<p><b>Objective 2.10:</b> DPSS will enroll <b>2,030</b> young men of color over the 2 year grant period.</p>	<ul style="list-style-type: none"> <li>• Conduct enrollment activities</li> </ul>
<p><b>Objective 2.11:</b> At intake into the jail, LASD will ask inmates if they have medical insurance and if they are interested in receiving more information.</p> <p><b>Objective 2.12:</b> LASD will have assigned jail staff who will assist the potentially eligible Medi-Cal inmate with completion of an application. Conservatively, during the two year grant period, jail staff will assist 5,000 inmates with completion of a Medi-Cal application.</p>	<ul style="list-style-type: none"> <li>• Obtain printed educational materials and post within the intake center and inmate housing units.</li> <li>• Develop questionnaire and tracking mechanism within the intake process.</li> </ul>

<b>GOAL 3. RETENTION:</b> Increase the number of Medi-Cal enrollees who retain their Medi-Cal coverage for the course of 8-12 months or more, particularly in the DHCS target populations (e.g. persons in jails, persons with mental health disorder needs, young men of color, persons with substance use disorder needs, Limited English Speaking, mixed-status families, homeless)	
<b>Milestone</b>	<b>Description of Activity</b>
<p><b>Objective 3.1:</b> DPH/MCAH contracted agencies will provide ongoing assistance (e.g. troubleshooting and problem solving, to a minimum of <b>5,000</b> Medi-Cal clients needing assistance with enrollment, utilization of benefits, retention and re-determination of benefits.</p>	<ul style="list-style-type: none"> <li>• Conduct troubleshooting/problem solving for Medi-Cal clients. Document results on appropriate forms</li> <li>• Enter data from DPH approved forms into the MCAH database.</li> </ul>
<p><b>Objective 3.2:</b> DPH/MCAH contracted agencies will successfully contact and offer renewal/re-determination assistance to <b>65%</b> of Medi-Cal clients who they assisted in submitting/facilitating their Medi-Cal application.</p>	<ul style="list-style-type: none"> <li>• Conduct Medi-Cal renewal/re-determination assistance and document on DPH approved intake form.</li> <li>• Enter data from intake form into MCAH database.</li> </ul>
<p><b>Objective 3.3:</b> DPH/MCAH contracted agencies will have a minimum of <b>65%</b> retention rate at <b>14</b> months for a sample of Medi-Cal clients who submitted applications and were confirmed enrolled.</p>	<ul style="list-style-type: none"> <li>• Conduct retention activities and document results on retention verification documents</li> <li>• Submit data from retention verification documents to DPH</li> </ul>
<p><b>Objective 3.4:</b> DPH/SAPC will complete processes for linking DPSS Medi-Cal application eligibility units with SAPC CASC agencies on regional basis by July 31, 2014.</p>	<ul style="list-style-type: none"> <li>• Conduct planning meetings with DPSS personnel to complete arrangements for regional linkages.</li> </ul>
<p><b>Objective 3.5:</b> DPH/SAPC contracted agencies will work in coordination with the DPSS regional office liaisons to attempt to make contact with <b>65 percent</b> of patients, who DPSS previously assisted with submitting/facilitating their Medi-Cal application, to offer renewal/re-determination assistance through periodic follow up contacts in-person, by telephone, email, or U.S. Postal Service at periodic intervals.</p>	<ul style="list-style-type: none"> <li>• Conduct retention activities and document results on retention verification documents.</li> <li>• Submit data from retention verification documents to DPH.</li> </ul>

<p><b>Objective 3.6:</b> DHS contractors will aim to retain in Medi-Cal, or re-enroll, in Year Two of the grant <b>4,050</b> individuals who were enrolled into Medi-Cal in Year One of the grant. (This would be <b>75%</b> of the <b>5,400</b> individuals who were enrolled into Medi-Cal in Year One of the grant). DHS will ensure that beginning no later than June 2015 (or twelve months after the first Medi-Cal application is taken by the OE Worker), OE workers will be expected to combine their outreach and enrollment efforts with an aggressive retention, or redetermination, strategy. OE workers will be expected to personally contact the Medi-Cal recipients that they enrolled twelve months prior by phone, in person or through any other related in-person strategy, and obtain redetermination paperwork for at least <b>75%</b> of the Medi-Cal clients who they originally assisted in submitting an approved Medi-Cal application the year prior.</p>	<ul style="list-style-type: none"> <li>• Grantee will, in partnership with DPH MCAH, implement a redetermination tracking system to track which of their Medi-Cal patients are due to redetermine their coverage in Medi-Cal.</li> <li>• Grantee will implement Medi-Cal renewal/re-determination outreach activities such as by phone, text or in person to obtain submission of the necessary redetermination paperwork within the redetermination period. OE will assist Medi-Cal recipient with completion of redetermination paperwork where appropriate/needed.</li> <li>• DHS contractor will enter all relevant outreach activities and data into OE Tracking System.</li> </ul>
<p><b>Objective 3.7:</b> DMH directly-operated and contracted agencies will financially screen all clients receiving services at intake and on annual basis and refer Medi-Cal beneficiaries that are found to have lost their benefits back to DPSS to address whatever it was that caused their enrollment to lapse.</p> <p><b>Objective 3.8:</b> DMH contracted partners will contact and offer renewal/re-determination assistance to Medi-Cal clients who they assisted with submitting/facilitating their Medi-Cal application.</p>	<ul style="list-style-type: none"> <li>• Agency financial worker will meet with client at intake and annually, thereafter, to do an eligibility check for Medi-Cal benefits.</li> <li>• If there is an interruption in benefits, financial worker will work with client to help determine why client was dropped from Medi-Cal, (i.e., are they no longer eligible for Medi-Cal or did they fail to complete their redetermination package).</li> <li>• If client needs further assistance, they will be referred to a medical case worker to help facilitate linkage to DPSS. Medical case worker will help client contact their DPSS case worker to reinstate their Medi-Cal benefits and/or complete the redetermination package, if necessary</li> <li>• Conduct retention activities and documents results on retention verification documents.</li> </ul>
<p><b>Objective 3.9:</b> DPSS will ensure that <b>90%</b> of their Medi-Cal enrollees through this grant are still enrolled 8 months later.</p> <p><b>Objective 3.10:</b> DPSS will ensure that <b>90%</b> of its Medi-Cal enrollees are still enrolled 12 months after initial enrollment.</p>	<ul style="list-style-type: none"> <li>• Conduct re-determination activities</li> <li>• DPSS will make enhancements to its LEADER system to capture report data for this target group and alert workers prior to termination date.</li> <li>• DPSS Eligibility Workers will follow-up with enrollees to ensure pending termination is valid.</li> </ul>

<b>GOAL 4. TRAINING:</b> Increase the capacity of County Grantee Departments and Contractors to do outreach/enrollment/retention work and performance tracking.	
<b>Milestone</b>	<b>Description of Activity</b>
<b>Objective 4.1:</b> The DPH/MCAH contracted training agency will provide a minimum <b>100</b> hours of Medi-Cal enrollment, troubleshooting and retention trainings over the grant period to the MCAH contracted agencies, other County Department staff and contractors to ensure all grantee staff are fully versed in the Medi-Cal Program and how to assist clients with enrollment, utilization and re-determination.	<ul style="list-style-type: none"> <li>• Develop/ update training curricula, training modules, training manuals and pre-post-tests to reflect assisting clients with Medi-Cal enrollment, troubleshooting and retention.</li> <li>• Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</li> <li>• Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable)</li> </ul>
<b>Objective 4.2:</b> DPH/SAPC personnel and CASC contracted community outreach workers will complete training on project objectives and activities.	<ul style="list-style-type: none"> <li>• Conduct training for CASC agencies.</li> </ul>
<b>Objective 4.3:</b> DHS will ensure that in Year One (Phase I), all CP Clinic and ICMS OE workers will obtain all required DPH MCAH Medi-Cal enrollment, troubleshooting and retention trainings for Certified Application Assistants over the grant period. These are the same trainings required by DPH MCAH contracted workers to ensure staff are fully versed in the Medi-Cal Program and how to assist clients with enrollment, utilization and re-determination.	<ul style="list-style-type: none"> <li>• 100% of grantee outreach and enrollment workers will attend one training including pre-post-tests to DHS contractors who will be assisting clients with Medi-Cal enrollment, troubleshooting and retention.</li> <li>• Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</li> <li>• Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable)</li> <li>• Schedule and attend refresher course with focus on redetermination/renewal, with 100% of OE workers attending.</li> </ul>

<p><b>Objective 4.4:</b> DMH contracted partners will provide a minimum of <b>72 hours</b> of Medi-Cal training to staff located at DMH directly-operated and contracted agencies, community-based agencies and organizations serving under-represented ethnic populations; faith-based organizations, such as, churches, temples and mosques; the National Alliance on Mental Illness (NAMI) chapters; transitional age youth (TAY) drop-in centers and emergency shelter programs; disabled student centers on community college campuses; and homeless shelters and encampments.</p>	<ul style="list-style-type: none"> <li>• Schedule trainings</li> <li>• Conduct trainings</li> </ul>
<p><b>Objective 4.5</b> DPSS will track and report on performance as it relates to enrollment and retention of its target population.</p>	
<p><b>Objective 4.6:</b> LASD will obtain training for 5 Custody Assistants in the process to assist with the completion of a Medi-Cal application within the first six months of the grant.</p>	<ul style="list-style-type: none"> <li>• LASD will partner with DPSS to obtain training on the DPSS computer system, which gathers data for benefits including Medi-Cal applications. This system will be utilized to report the agreed upon performance measures.</li> </ul>

## **SUMMARY OF DEPARTMENTAL PROJECT ACTIVITIES**

### **DEPARTMENT OF PUBLIC HEALTH – MATERNAL, CHILD AND ADOLESCENT HEALTH - CHILDREN'S HEALTH OUTREACH INITIATIVES (MCAH)**

MCAH manages contracted community-based agencies (CBOs) to conduct outreach in the community and provide comprehensive health coverage enrollment, utilization and retention services. Contracted agency staff not only assist clients with applications for programs including Medi-Cal, the Medi-Cal Targeted Low-Income Program (formerly Healthy Families), Healthy Kids, Kaiser Permanente Child Health Plan and other low and no-cost health coverage programs, but the fully-trained staff also troubleshoot application, utilization and redetermination problems to ensure clients maintain their coverage.

MCAH will enlist current contracted agencies (which include multi-cultural and multi-lingual CBO's and clinics across L.A. County, the cities of Long Beach and Pasadena and the Los Angeles Unified School District) and expand their respective scopes of work to conduct further outreach activities at locations including parenting classes, WIC offices, child care centers, community resource/cultural centers, schools, clinics, faith-based organizations and through partnering with other assistance programs that serve families and individuals in need (e.g. Employment Development Department, Consulate offices and housing assistance programs). These outreach activities will be in the form of presentations, community health/enrollment fairs and one-on-one contacts. In addition, agencies will set up appointments either in-person or over the phone to complete the Medi-Cal application process step-by-step with each client. Staff at contracting agencies will be Certified Application Assistants (CAAs) and/or Certified Enrollment Counselors (CECs) and will be responsible for inputting data into MCAH's existing online database system which will trigger the system to provide "prompts" to contact clients and provide them with follow-up services, including a 30 to 90 day post-application follow-up to verify enrollment. The online database system also provides prompts at four to six month post-enrollment follow-up to offer assistance with utilizing benefits, and a prompt at 11 months post-enrollment follow-up to offer assistance with coverage renewal/re-determination at the one-year mark. Follow-up activities are conducted over the phone or in-person, depending on the needs of the client.

Quarterly objectives/benchmarks will be established, and the MCAH database will generate monthly and quarterly reports to track performance and progress toward objectives, both for the overall MCAH program portion, and also for each MCAH contracted agency. A Quality Improvement Plan (QIP) has been established with each agency under its current contract and will be updated per the grant. If objectives are not initially reached, a review of the QIP along with a Plan of Corrective Action with clear steps on how the agency will work to achieve the objectives will be instituted.

A MCAH-contracted training agency will provide additional training for the agencies as needed, as well as for County staff and contracted agencies of the other County Departments participating in this grant. The training will include hands-on modules for Medi-Cal enrollment, troubleshooting and retention strategies to ensure contracted agencies and County staff is fully versed in the Medi-Cal Program and how to assist clients with enrollment, utilization and re-determination.

### **DEPARTMENT OF PUBLIC HEALTH – SUBSTANCE ABUSE PREVENTION AND CONTROL (SAPC)**



SAPC proposes to conduct outreach and enrollment assistance activities with patients enrolled in its substance use disorder (SUD) treatment programs through its eight lead contracted agencies operating Community Assessment Service Centers (CASC) and its 18 network sites located throughout the County with multiple sites in each of the Service Planning Areas (SPA) and Supervisorial Districts (SD). Through the CASC network, SAPC proposes to: 1) conduct outreach activities with patients currently enrolled and/or those individuals seeking admissions to SAPC SUD treatment services; 2) screen patients for Medi-Cal eligibility; and 3) assist potential Medi-Cal eligible individuals through guidance and a warm hand off to the Department of Public Social Services to complete the application process. In addition, the CASC network will work in coordination with the designated DPSS regional office liaisons to help patients retain Medi-Cal eligibility over time through periodic follow up contacts in-person, by telephone, email, or U.S. mail beginning at month 6 of the project and at quarterly intervals thereafter.

SAPC has an established secure web-based information system in which its contracted providers, including the CASC agencies, submit billings, patient demographics, service encounter data, and other contractually required documents and reports. SAPC will use its existing system for the CASC network to submit data needed for monitoring, evaluating, and reporting project performance.

SAPC will conduct an on-going process evaluation of the project and use findings to ensure quality improvement through the project period. This will involve continuous monitoring performance of each CASC agency to identify emerging implementation challenges and to make adjustments or corrections as early as possible to resolve procedural or design flaws.

#### DEPARTMENT OF HEALTH SERVICES (DHS)

DHS intends to issue a Request for Applications (RFA) to Community Partner (CP) contractors and Intensive Case Management Services (ICMS) providers for the homeless who are currently contracted with DHS. Applicants selected from this RFA process will enter into an agreement to enroll as many individuals as possible into the Medi-Cal program who are currently eligible but not enrolled.

Selected applicants, or grantees, will reach the target populations in community-based settings, that is, enrollment outside of and beyond-the-traditional-clinic-walls. This includes, but is not limited to, Medi-Cal outreach and enrollment in gyms, community or trade colleges, local community establishments, community gathering events, homeless shelters and/or other areas of high concentration of homeless (i.e., Skid Row), and in people's homes, i.e. through the use of the *Promotora* model.

DHS intends to fund a maximum of 8 selected Applicants with this funding (one in each SPA). The Department aims to have at least one grant-funded Medi-Cal enroller in each SPA, if possible. The highest scoring application in each SPA will be funded.

Funds for selected CPs and/or ICMS contractors will be provided in three ways:

1. **Funds to hire 1 Full Time Employee (FTE) CAA or CEC for Medi-Cal Outreach and Enrollment.** Selected grantee will receive \$38,000 per year for both years of the grant (or \$76,000 over two years). If the grantee intends to offer a benefit package to the

employee grant funding may be used to cover those benefits up to 25% of the salary (or \$9,500 per year, in addition to the \$38,000 per year base salary).

2. **Reimbursement for each Medi-Cal application submitted.** The grantee will receive a flat-fee payment of \$15 for each Medi-Cal application that is submitted (not approved), with a goal of each CAA/CEC FTE submitting a minimum of 75 applications per month. In order for the grantee to receive the full \$15, 75% of the CAA's Medi-Cal applications must ultimately be approved by the Department of Public and Social Services (DPSS). So long as the grantee does not fall below the 75% approval rate, they will be paid \$15 for each application submitted to DPSS. If the grantee falls below the 75% approval rate threshold, the \$15 payment rate will be reduced at a prorated amount to be determined by the Department.
3. **Redeterminations/Renewals.** Beginning in the second year of the program, the Medi-Cal outreach and enrollment workers will focus on a combination of new Medi-Cal enrollment and Medi-Cal retention activities to ensure that Medi-Cal recipients renew their coverage at their 12 month redetermination date. Grantees will receive \$10 for each Medi-Cal redetermination processed on behalf of those patients who enrolled through this grant-funded program approximately 12 months prior.

All grant-funded Medi-Cal Outreach and Enrollment workers will receive the necessary training prior to project implementation which will include, but is not limited to, grant-specific trainings and trainings on the MCAH on-line data tracking system. In Year Two, grant-funded Medi-Cal Outreach and Enrollment Workers will obtain a refresher training that includes strategies on successful renewal and/or redetermination efforts.

Data will be collected and reported in MCAH's online database.

#### DEPARTMENT OF MENTAL HEALTH (DMH)

DMH proposes to utilize two qualified Medi-Cal Outreach and Benefits Establishment contractors for this program. Contractors will in-reach to existing clients and outreach to eligible potential clients.

Contractors will assist individuals with benefits establishment applications, as well as any subsequent appeals and reconsideration processes. Additionally, contractors will screen individuals for Medi-Cal eligibility and keep them engaged in the application process to reduce "no shows" for required appointments; complete and file Medi-Cal applications and other applications for services the client may be eligible for; request applicants to complete a short client satisfaction survey; follow up with individuals ninety (90) days after the submission of the initial Medi-Cal application to confirm and verify enrollment; and contact and offer renewal/re-determination assistance to individuals who they assisted with submitting and facilitating their Medi-Cal application.

Contractors will target all eight SPAs at various locations, such as:

- DMH directly-operated and contracted programs;
- community-based agencies and organizations serving under-represented ethnic populations;
- faith-based organizations, such as, churches, temples and mosques;
- National Alliance on Mental Illness (NAMI) chapters;
- transition-age youth (TAY) drop-in centers;
- emergency shelter programs;
- disabled student centers on community college campuses; and

- homeless shelters and encampments.

Contractors will be required to provide 72 hours of Medi-Cal eligibility and benefits enrollment training to providers within the DMH network, community-based agencies and organizations such as those listed above.

DMH will work with the agencies to determine the system they will use to track and transmit data.

#### DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

DPSS will participate in outreach events at venues attractive to the target population using the existing DPSS Health & Nutrition Mobile Office and the online enrollment system, “Your Benefits Now (YBN)”. Grant funds will be used for outreach activities that are not allowable under the Department’s existing funding structure. Specifically, DPSS may coordinate with procurement vendors to supply marketing materials, consultation services, and media and marketing support for outreach events, such as:

- A. Partner with CBOs, profit and non-profit entities to coordinate outreach efforts at existing campaigns including, but not limited to, the following events:
 

a. Fiestas Patrias	b. Taste of Soul	c. Care Harbor
d. Fiesta Broadway	e. X Games	f. Grand Prix Long Beach
g. Antelope Valley Fair	h. 626 Night Market	i. LA Greek Festival
j. Walnut Park Summer	k. Community Events	l. Watts Summer Fest
m. Wilmington Health Festival	n. Community College Events	
- B. Utilize radio stations, Public Service Announcements, community print media that attract the target population.
- C. Secure celebrities, professional sports figures, etc. to serve as spokespersons for Public Service Announcements.
- D. Event costs such as registration/matriculation; equipment & recreational supplies; event giveaways & samples; general materials & supplies.

At minimum, participation of outreach events will be held once at each of the LA County Supervisorial Districts.

DPSS will track Medi-Cal outreach, enrollment and retention from the initial application date over the course of the grant period with the goal of retaining 90% of the Medi-Cal enrollees to ensure the continuation of coverage 12 months after initial enrollment.

#### SHERIFF DEPARTMENT (LASD)

The goal of LASD is to provide application assistance to interested, Medi-Cal eligible offenders prior to their release. Educational posters and materials will be distributed throughout the jail.

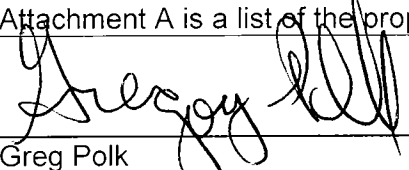
During the process in the Inmate Reception Center, uninsured inmates will be identified. A list will be promulgated daily and provided to the Community Transition Unit staff. The Community Transition Unit (CTU) Custody Assistants (CA) will interview the uninsured inmates in the housing areas to expedite the application process for submission to DPSS to determine Medi-Cal eligibility. On-site DPSS personnel will be co-located with CTU personnel to ensure efficiency.

LASD proposes the use of CTU CAs within the jails to assist individuals with Medi-Cal application assistance. The jail setting requires special staffing considerations due to safety and security of the inmates and staff. The benefit of using CA items, as opposed to DPSS or CBO staff, are:

1. Access the inmate's housing area to conduct the interview without requiring additional security; and
2. Access to booking information which will decrease the application time.

# SOLE SOURCE CHECKLIST

## 8 COMMUNITY ASSESSMENT AND SERVICES CENTER (CASC)

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<b><i>Identify applicable justification and provide documentation for each checked item.</i></b>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
✓	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>In response to the State's rapid implementation of the two year Medi-Cal Outreach and Enrollment Assistance Project (Project), the Department of Public Health's Substance Abuse Prevention and Control will execute new contracts with its existing contractors that already work with and have established specialized expertise in engaging a specific difficult-to-reach target population identified by the grantor: persons with substance use disorders (SUD). The contractors are eight lead agencies that operate Community Assessment Service Centers (CASC), the entry point for referral to SUD treatment services, as well as its 18 network sites that ensure that these services are accessible in each of the County's Service Planning Areas and Supervisorial Districts. Executing new contracts with these existing network of eight CASC providers will enable the County's timely participation in the Project specifically targeting SUD clients for Medi-Cal enrollment within the time frame required by the California Department of Public Health. Additionally, the CASCs' work with clients in the California Work Opportunity and Responsibility to Kids (CalWORKs) and General Relief programs has established their partnership with Department of Public Social Services (DPSS) and so have had exposure to Medi-Cal eligibility and enrollment procedures.</p> <p>Attachment A is a list of the proposed CASC providers.</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">               Greg Polk              Senior Assistant Chief Executive Officer, CEO           </div> <div style="text-align: center;"> <u>5/19/14</u>              Date           </div> </div>

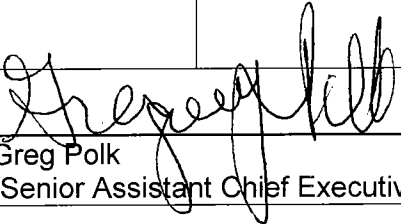
## SOLE SOURCE CHECKLIST

Check ( ✓ )	<p style="text-align: center;"><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b></p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
✓	<p>➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p> <p>This grant is a time-limited project covering a two-year period through June 30, 2016. Per State guidelines, awardees are required to respond rapidly by ensuring required services are initiated in a timely fashion. Due to the time constraint imposed by the State, DMH finds it necessary to utilize contractors that have the demonstrated expertise and capacity to initiate the required services in a timely fashion as the immediate commencement of services to be provided under this grant will ensure the maximum possible draw-down of grant funding, and thus ensure the maximum possible amount of services will reach the target populations. The time required for DMH to conduct a competitive solicitation before awarding contracts for these services would consume an excessive portion of the grant term. Accordingly, the award of contracts to qualified contractors on a sole source basis will maximize the value of services to be provided under the</p>

**SOLE SOURCE CHECKLIST**

grant, and is therefore in the best interest of the County. Since its inception in 1990, Health Advocates has dedicated much of its resources to helping uninsured individuals obtain Medi-Cal and other government-funded benefits. At the present time, Health Advocates has over four hundred (400) well-trained Outreach and Enrollment Specialists available to provide a full array of benefits establishment services, which range from Medi-Cal, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), California Work Opportunities (Cal-WORKs), to Cash Assistance for Immigrants. Additionally, this agency has well-trained staff attorneys readily available to handle the more complex cases during the reconsideration and appeal process to augment acquisition of benefits. Based upon its current capacity, Health Advocates is ready and available to assist the County in meeting the State grant objectives in a timely fashion.

➤ **Other reason. Please explain:**

  
\_\_\_\_\_  
Greg Polk  
Senior Assistant Chief Executive Officer, CEO

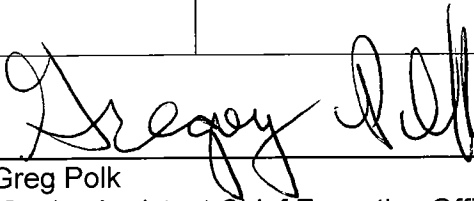
5/19/14  
Date

## SOLE SOURCE CHECKLIST

Check (✓)	<p style="text-align: center;"><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b></p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
✓	<p>➤ <b>It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</b></p> <p>This grant is a time-limited project covering a two-year period through June 30, 2016. Per State guidelines, awardees are required to respond rapidly by ensuring required services are initiated in a timely fashion. Due to the time constraint imposed by the State, DMH finds it necessary to utilize contractors that have the demonstrated expertise and capacity to initiate the required services in a timely fashion as the immediate commencement of services to be provided under this grant will ensure the maximum possible draw-down of grant funding, and thus ensure the maximum possible amount of services will reach the target populations. The time required for DMH to conduct a competitive solicitation before awarding contracts for these services would consume an excessive portion of the grant term. Accordingly, the award of contracts to qualified contractors on a sole source basis will maximize the value of services to be provided under the</p>



### SOLE SOURCE CHECKLIST

	<p>grant, and is therefore in the best interest of the County. Mental Health Advocacy Services, Inc. (MHAS) is a current contractor that provides benefits establishment services that range from Medi-Cal, Supplemental Security Income (SSI), to Social Security Disability Insurance (SSDI). Since the acquisition of its first Agreement with DMH in 1997, MHAS has maintained a highly-organized benefits establishment program and assisted numerous uninsured clients with severe and persistent mental illness. This unique program has assisted an average of six hundred (600) DMH clients annually with applying for and maintaining SSI, SSDI and Medi-Cal benefits since its inception. MHAS clearly has the demonstrated experience and the necessary knowledge to initiate the required outreach and benefits establishment services stipulated by this State grant in a timely fashion.</p>
	<p>➤ <b>Other reason. Please explain:</b></p>
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">  <p>Greg Polk Senior Assistant Chief Executive Officer, CEO</p> </div> <div style="width: 30%; text-align: center;"> <p><u>5/19/14</u> Date</p> </div> </div>	